

THE ORGANISATION AND STRUCTURE OF THE CLAIMANTS UNION MOVEMENT

A discussion paper for the 37th National Federation of Claimants Unions Conference held in Glasgow on 19th and 20th of May 1979.

1. What have we got already ?

- a) CONFERENCES ; which are held every three months. These make national policy. They are held by different claimants unions on a rotating basis. They are not widely publicised, only within the Claimants Union Movement.
- b) CHARTER : The national federation of claimants unions has a four point minimum policy charter. Claimants unions have to accept the charter if they are to be considered for affiliation.
- c) COORDINATING UNIONS : Certain unions (about eight) have extra responsibilities . They are supposed to stock literature, answer enquiries in their region, keep up to date address lists, and encourage new unions. They are supposed to be elected at regional claimants union meetings. New ones are needed for the north east and the south east.
- d) INTERNAL BULLETIN : This is produced at least once every quarter. It should be produced every month. The responsibility currently rests with North London (in particular Henry)
- e) NATIONAL ADDRESS LIST : This again comes out less often than required. It has been the responsibility of a string of individuals (especially Roger and Tony) Jean from Castlemilk took responsibility at the last conference, but in default Julia from East London has been trying to keep it up to date.
- d) PUBLICATIONS FUND : The Claimants Union Movement has a national publications fund with a treasurer and 4 bank account signatories. The treasurer is responsible for collecting money for publications and paying out money for printing costs etc. The account is with the Coop Bank in Leman Street London E1. It is always at a very low level. The present treasurer is Roger and the signatories are Pat, Barry, Caroline and Julia. Affiliated Unions are supposed to pay 50p a month into this account.
- e) REGIONAL MEETINGS : The ten regions are each expected to hold at least one regional meeting between conferences ie once every three months. Some regions such as the south west and wales hold joint regional meetings, as do the London region. Some regions do not appear to hold such meetings.
- f) WORKING PARTIES : At each national quarterly conference working parties are set up on various topics. These meet as often as necessary between conferences. At present there is a working party on Northern Ireland coordinated by John. We have had working groups on Women, C.P.S.A., the Right to Live, a Guaranteed Minimum Income, Strikers, Industrial/Trade Union etc. In addition we have had working parties or groups set up to produce pamphlets and leaflets.
- g) PUBLICATIONS: We have produced : Strikers Handbook, Unemployed Handbook, Pensioners Handbook, Women and Social Security Handbook, A Claimants Union Guidebook, A Counter Review and an Anti-Fisher Report. Only two of these are available for sale at present. Attempts have also been made to produce a Sick and Disabled Handbook, a Prisoners Handbook and a Homelessness Handbook. We have also produced nationally 100,000 strikers leaflets, 20,000 unemployed leaflets, and 5,000 leaflets explaining the work of the NFCU.

2) Things we had in the past.

- a) NATIONAL FUND RAISER: we have (a long time ago) elected individuals to try to raise money for the national organisation of the claimants unions, (as opposed to publications). However no money was raised in this way. Mention has been made of approaching various trade unions for money, or contacting national charities such as Gulbenkian or the Rowntree Trust. Or even asking for state money such as urban aid or Inner City Partnership money or Equal Opportunities money. None of the organisations have been approached (apart from individual unions receiving grants) (and we also have a current application in with the Equal Opportunities Commission to finance 20,000 Women and Social Security Handbooks).
- b) NATIONAL COORDINATING MEETINGS: delegates from the ten coordinating unions met every month or six weeks to up date the addresslist, discuss publications and finances, support new unions and unions in difficulty. Some people were unable to attend because of the expense involved. Other people were anxious ~~xxxxxxxxxxxx~~ that policy decisions might be made at these meeting instead of at the quarterly conferences. Also there was the issue of who should attend: how should delegates be selected or elected. Although these were open meetings it was usually the young and able bodied who turned up. A few people also found the meetings time consuming and boring.

3) Things we have never had:

- a) MEMBERSHIP: we don't have a national membership card, or a national membership form. People can only join the claimants union movement by attending a claimants union meeting or actually starting a new claimants union. This puts people living in rural areas at a disadvantage. It follows from this that there is no national membership list , and no person or union with responsibility in this area.
- b) ELECTED OFFICERS: we don't have many elected officers. Although we do have Working Party Coordinators, and a Publications Treasurer. Also we have elected individuals to be responsible for producing the national address list. And the Internal Bulletin tend to have an elected Coordinator. People do take on responsibilities such as the Cohabitation Campaign, but not many people are aware of who these people are.
- c) PAID WORKERS : we have never had a paid worker because we have always felt that such a person wouldn't be in the same position as the claimants he or she would be working with. Also we've never had any funds to pay anyone.
- d) NATIONAL COMMITTEE: We've never had an elected national committee because it has been felt that policy should be decided at the three monthly conferences. An elected committee would, it's believed, impose it's policy on the other claimants present.
- e) MEMBERSHIP INFORMATION: we don't have any leaflets produced national for new contacts or new claimants union members about how the claimants union works or what is a claimants union.

4. NEW Suggestions: put your own ideas here...

Here one to start off. Perhaps we should elect coordinators for particular tasks which are part and parcel of claimants union work nationally. ~~xxx~~ For example: Internal Bulletin Coordinator, Northern Ireland Coordinator, CPSA Coordinator, Women's Coordinator, National Address List Coordinator

CLAIMANTS UNION NATIONAL
ADDRESS LIST

May 1979



Please send amendments and new information to (in writing please)

East London Claimants Union, Dame Colet House, Ben Jonson Road, London E1.

1.

CLAIMANTS UNIONS IN LONDON

Region 1

East London Claimants Union

Dame Colet House
Ben Jonson Road
London E1.

Coordinating Union
Affiliated
Meets Wednesdays at 7.30pm
01-790-3867

West London Claimants Union

510 Harrow Road
North Paddington
London W 9.

Affiliated
Meets Tuesdays at 7.45pm
01-969-7437
Pete, Sajid, Pat.

North London Claimants Union

295 Upper Street
Islington
London N1

Affiliated
New Telephone Number:
Meets alternate Fridays at 2pm
and alternate Tuesdays at 7.30pm

Battersea Claimants Union

172 Lavender Hill
Clapham Junction
London SW 11.

affiliated
Meets Tuesdays at 9pm
Messages : 01-228-7877
During Meetings 228-8532/3

Clapham Claimants Union

Battersea Action Centre
539 Battersea Park Road
London SW 11.

Meets Wednesdays at 3pm (?)
01-228-1559
needs checking

Deptford Claimants Union

15 Maple House
Idonia Street
London SE 8

Meets Thursdays at 1.30pm (?)
01-659-5060 needs checking
Meets at the Community Centre
in Deptford Housing Co-op.

Brixton Claimants Union

2 Lumley House
Tulse Hill Estate
London SW 2.

Meets Thursdays at 7pm (?)
affiliated
01-735-6123 /2241
needs checking

Tottenham Claimants Union

Tottenham Community Project
628 Tottenham High Road
London N 15

meets Thursdays at 10.30am (?)
Correspondence to :
16 West Green Road
Seven Sisters London N 15

Brent Claimants Union

26 High Street
Harlesdon
London NW 10.

Meets Tuesdays 7.30pm (?)
01-965-2590

Hampstead Claimants Union

The Community Centre
62 Mill Lane
West Hampstead
London NW 6.

Contact Person:
Katie Wilson (?)

Leytonstone Claimants Union

44 Dyers Hall Road
Leytonstone
London E 11.

Contact Person: John Primus (?)

Thamesmead Claimants Union

18 Timothy House
Kale Road
Thamesmead
London SE 2

Contact Person
Brian Tancock.

Claimants Union in London (continued)

Balham Claimants Union

Balham Family Centre
91 Bedford Hill
Balham
London SW 12.

Clapham Claimants Union

St Anne's Hall
Venn Street
Clapham
London SW 4

Merton Claimants Union

14 Devonshire Road
Collier's Wood
London SW 19

Peckham Claimants Union

The Old Clinic
Sumner Road
Peckham
London SE 15.

The Women's Claimants Union

The Women's Centre
45 North Street
Clapham Old Town
London SW 4.

Region 1.

Meets Thursdays at 2pm (?)
Contact Person Pete.

Meets Wednesdays at 2pm (?)
Tel No. 01-720-8731.
Contact Person
Chris Seward.

Contact Person
Doris Smith
01-542-2605 (?)

01-703-4775 (?)
Contact Person : John
Communications To:
24 Droitwich House
Sumner Estate SE 15.

Meets Thursdays at 2pm
Contact Person : Vera.

Please check this list carefully. Send all alterations in writing please
to East London Claimants Union Dame Colet House Ben Jonson Road London E1

CLAIMANTS UNIONS IN THE E OF ENGLAND (OUTSIDE LONDON)

Harwich Claimants Union
1 MacDonnough Cottages
 off Station Road
 Harwich
 Essex.

Southend Claimants Union
 195 Bournemouth Park Road,
 Southend,
 Essex.

Contact Person: Molly Graveling
 Southend 610113
 Meets Tuesdays at 8pm
 affiliated

Brentwood Claimants Union
 11 Phoenix Road
 Brentwood 225 379
 Meets Tuesdays 7pm
 Contact Person Bill Hume

Brentwood Claimants Union
 14 Mayflower House
 Warley
 Brentwood
 Essex.

Bedford Claimants Union
 G Dunkley
 41 Hall End Road
 Wooton
 Beds.

Colchester Claimants Union
 9 Victoria Place
 Colchester
 Essex. Liz Blackburn
 0266 7045

Grays Claimants Union
 22 Fleethal Grove
 Thurrock
 Grays Essex.

Shoburyness Claimants Union
 55 Cunningham Close
 Shoburyness
 Essex Betty Davis

Cambridge Claimants Union
 30 Great Eastern Street
 Cambridge

Lincoln Claimants Union
 C/O M. J. Brinkman
 7 Parkside Gardens
 Ermine Estate
 Lincoln.

Norwich Claimants Union (Norfolk)
 72 Clarendon Road
 Norwich
 Meets Wednesdays at 12 noon
 Contact : Paul Watkins.

Spalding Claimants Union
 C/o L Matthews
 The Bungalow
 Lutton Bank Bank
 Spalding
 Lincs.

Braintree Claimants Union
 2 Chelmer Road
 Braintree Essex

 C Waterman
 34 Summerfield
 Hatfield
 Herts

Chelmsford Claimants Union
 c/o Ted Ellis
 18 Maltese Road
 Chelmsford
 Essex

Essex, Cambridgeshire, Suffolk, Norfolk, Northfordshire, Bedfordshire
 Lincolnshire

please send all amendments to
 East London Claimants Union Dame Colet House Ben Jonson Road London E1.

Claimants Union in London (continued)

Region 1.

Balham Claimants Union
Balham Family Centre
91 Bedford Road
Balham
London SW 12

Meets Thursdays at 2pm (?)
Contact Person Pete.

Clapham Claimants Union
88 Wandsworth Road
Wandsworth
Clapham
London SW 4

Meets Wednesdays at 2pm (?)
Tel No. 01-720-8731.
Contact Person
Chris Seward.

Merton Claimants Union
14 Park Road
Collingwood
London SW 18

Contact Person
Doris Smith
01-542-2605 (?)

Peckham Claimants Union
Peckham
Peckham
London SE 15

01-703-4775 (?)
Contact Person : John
Communications To:
24 Droitwich House
Sumner Estate SE 15.

The Abchurch Lane Claimants Union
The Abchurch Lane
45 North Street
Clapham
London SW 4

Meets Thursdays at 2pm
Contact Person : Vera.

Please check this list carefully. Send all alterations in writing please
to East London Claimants Union Dame Colet House Ben Jonson Road London E1

3. Claimants Unions in the South East of England Region 3

<u>Sutton Claimants Union</u> 14 Frampton Close Grange Road Sutton Surrey	Contact Person Ms K Sun 01-642-9337
<u>Kingston Claimants Union</u> 39 Ashdown Road Kingston on Thames Surrey	Contact: Tony
<u>Hove Claimants Union (?)</u> c/o 55 Tisbury Road Hove Sussex	Contact Person J.L. Gibson
<u>Farnham Claimants Union</u> 18 Weydon Hill Road Farnham Surrey	Contact M Alleyn
<u>Cowes/Isle of Wight Claimants Union</u> c/o 59 Pelham Road Cowes Isle of Wight	Contact CR Edmonds
<u>Ventnor/Isle ofWight Claimants Union</u> c/o 12 South Street Ventnor Isle of Wight	Contact: A Gage 0702 610 589
<u>East Cowes/Isle of Wight Claimants Union</u> 33 Arcon Estates East Cowes Isle of Wight	Contact M Luter
<u>Portsmouth Claimants Union</u> 56 St Andrews Road Southsea Hants	Contact J A Vandor
<u>Hastings Claimants Union</u> 61 Lower Park Road Hastings Sussex (Contact: Chris Platt)	0424 425211/0424429537 Meets Thursdays at 8pm (?) The Bookshop 127 Bohemia Road St Leonards Sussex

Please check this list carefully. If there are any deletions, additions or amendments, please send them to us in writing :-
East London Claimants Union Dame Colet House Ben Jonson Road
London E1.

CLAIMANTS UNIONS IN THE SOUTH WEST OF ENGLAND

Bristol Claimants Union
46 Richmond Road
Montpellier
Bristol 6.

0272-40491
affiliated
coordinating union.

Exeter Claimants Union
c/o John Barber
Acorn House
Thorverton,
Exeter EX5 5NX

Silverton 462.
Communications to:
Terrie, 9 Bennets Square
Wipton, Exeter, Devon.
0392-31058

Swindon Claimants Union
Edith Stevens House
77 Bridge Street
Swindon
Wiltshire

Mondays and Thursdays
9-12.30
2-4.30pm

Bristol Claimants Union Meets at the Docklands Settlement
110 Cheltenham Road City Road
Bristol 6 (Montpellier) (affiliated) St Pauls, Bristol 6.

Len Freeman
Possession
Chittlehampton
North Devon.

027183 (W Swimbridge) -382
ie Barnstaple Area.

Douglas Kepper
Walnut Cottage
Moorland
Bridgewater
Somerset.

Bristol / Hartcliffe
Hartcliffe Community Centre
Hartcliffe Road
Hartcliffe
Bristol 13 Meets 2.30pm Thursdays.

Bill Jordan,
8 Knowles Hill
Newton Abbott
Devon

Plymouth & West Devon CU
Tradesmen's Arms
Union Street,
Plymouth
Devon.

082281 (Mary Tavy) -209.
0752 (Plymouth) - 703526
Letters to:-
Park House, Brentnorr,
Near Tavistock, Devon.

Gloucester
Keith Merrett
7 Furlong Road
Tredworth
Gloucester.

Cinderford
94 Ruspidge Road
Cinderford
Gloucestershire.

Bath CU
'Ring of Bells'
Widcombe
Bath
Avon

Communications to:
64 Newbridge Hill,
Near Weston,
Bath, Avon.
0225(Bath) -23008

6.

Claimants Unions in the Midlands (continued)Leicester Claimants Union

Room 3
LCCR
58 Earl Howe Street
Leicester
LE 20 ODR

Newark Claimants Union

31 Side Row
Beacon Hill
Newark
Notts

Nottingham Claimants Union

St Mary's House
Raleigh Street
Nottingham

Oswestry Claimants Union

19 Stewart Road
Oswestry
Salop

Telford Claimants Union

(Brookside)
32 Bembridge
Brookside
Telford
Salop

Worcester Claimants Union

19 New Street
Worcester

Kirkby in Ashfield Claimants Union

32 Wesley Street
Annesley Woodhouse
Kirkby in Ashfield
Notts

6.

Meets Tuesdays at 8pm
0533 544 679
Communications to:-
J.M. Johnson 32 Melbourne Road
Loise Crane 13 Ardern Terrace
Braunstone Leicester.

Contact Sylvia Taylor
0636 77067

Meets on Mondays at 1.30pm
Communications to:
D. Bailey 9 Oliver Terrace
Raleigh Street Nottingham

Meets Wednesdays 1.30pm
Contact Bob Crowther
Tel: Knockin 584 (K. Smith)
Meets at Centre North West
Oak Street Oswestry.

Contact Person J Bradford

Meets Sundays at 11am
0905 25676 or 0905 53602
Communications to:
171 Ombersley Road
Worcester

Contact Mick Cropper

Please check this list carefully. If any of the information is incorrect, or there are any additions etc needed please write to East London Claimants Union Dame Colet House Ban Jonson Road London E1.

6. Claimants Unions in the Midlands

Region 6

Handsworth Claimants Union

C/o The Action Centre
134 Villa Road
Birmingham B 19 1NN

Coordinating Union
affiliated
021-554-2080
Wednesday 1.30pm

Balsall Heath Claimants Union

63 Brighton Road
Balsall Heath
Birmingham 12

021-449-0275
Contact Person:
Veronica Fraser.
Meetings ?

Chelmsley Wood Claimants Union

27 Circus Avenue
Chelmsley Wood
Birmingham B 37 7NG

021-770-0873
Contact person:
Jack Keeting
Meetings (?)

King's Norton Claimants Union

25 Heathside Drive
King's Norton
Birmingham 38.

Contact Person:
Connie Horseman
021-458-6064
meetings (?)

Selly Oak Claimants Union

768 Bristol Road
Selly Oak
Birmingham 29
B 29 6NA

021-472-3676
meetings ?

Small Heath Claimants Union

c/o Osborne House
Coventry Road
Birmingham

021-772-2114
meetings ?

Westminster Road Claimants Union

78a Westminster Road
Handsworth
Birmingham 20

Druids Heath Claimants Union

33 Stapleford Croft
Druids Heath
Birmingham

Contact Ron Bosco

Coventry Claimants Union

11 Winston Road
Woodend
Coventry
Warwicks

Derby Claimants Union

Peartree Road Community Centre
Peartree Road
Derby
Derbyshire

Meets Fridays at 1.30pm
0332-32913
(only during meetings)
Communications to:
Jim Berrington 157 Cowesley Road
Chaddesden Derby / Brian Rees 302 Abbey Street.

Leamington Claimants Union

Bath Place Community Venture
Leamington Spa
Warwicks
Communications To:
42 Bath Street
Leamington Spa Warwicks.

affiliated
Meets Mondays at 8pm and
Wednesdays at 10am.
0926 28467 (daytime)
0926 38421/ext 6 (meetings)

PP 7
RIGHT OF REPRESENTATION AT INTERVIEWS

The following is an extract from a letter sent by Professor Connolly, Chairman of the Supplementary Benefits Commission to the National Federation of Claimants Union on 13 February 1978:-

"As we said in our last Annual Report, claimants are entitled to be represented in their dealings with the Commission, just as they would have trade union support in negotiating with employers. The Commission also recognises that the presence of a representative or adviser can help the Department's officers to ensure that claimants get their proper entitlement. As long as the representatives, whether individuals or members of organisations such as your own, behave in an orderly and constructive manner the Department is always ready to co-operate in ensuring that claimants get what they are entitled to in the first place and in reviewing any decision which is represented as being incorrect or inadequate. But in our view the creation of a legal right to such representation would be neither desirable nor practicable. Interviews of the kind we are concerned with are essentially administrative procedures whereby the functions that are the responsibility of the Department's officers are performed. There may be circumstances in which it is impossible to provide facilities for representation, especially in times of acute pressure. It may also happen that the timing of an interview is not suitable for a representative but cannot be changed because of other demands. Considerations of this kind mean that the administering authority must be left with discretion on representation. And a legal right to representation would make it difficult to handle those few situations where a representative behaves quite unreasonably. We believe therefore that discretion should remain but that we should be quite open about the way we intend to use that discretion - hence the paragraphs in our Annual Report.

We believe that representatives and advocates should take the trouble to understand the rules we have to apply and the evidence we need in cases in which they are involved. They should discourage claimants from misleading social security staff in any way. In return the staff should keep them informed about our policies, rules and procedures. The Commission itself is trying to improve public knowledge of its policies through the Annual Report, the SB Handbook and publications like SBC Notes and News. If claimants or their advisers are dissatisfied with our decisions, they should first ask local offices to look into these cases again. If still dissatisfied they should then feel entitled to appeal and be able to pursue the argument as far as they wish, without personal rancour between them and the Department's officers.

Relationships of this kind between claimants and their advocates on the one hand and social security staff on the other cannot be imposed from above. They have to be built up across the counters of social security offices and between colleagues in different agencies. Claimants Union spokesmen, welfare rights workers and many others have achieved that kind of relationship with staff where each has taken the trouble to win the other's professional respect and personal trust. This is, however, not always the case and we are very much concerned to ensure that the staff are not subjected to unreasonable pressures and that the service to other claimants is not endangered by disruptive behaviour. I am sure that you will realise that undue pressure, as distinct from reasoned argument, can only serve to alienate the staff and be counter-productive to our common aim of creating an atmosphere of co-operation. I am sure too that you will understand that staff should be able to work in an atmosphere free from abuse and intimidation and, indeed, there is a responsibility on us and the Department as employers to ensure that they can do so.

For these reasons local offices must insist on certain minimum standards of behaviour from anyone who wishes to do business with them, but I can assure you that we are willing to co-operate with any advocate or representative who acts reasonably. In this respect I might mention a few points which have caused misunderstanding in the past. Unless the claimant is incapable of so doing, he must make and sign declarations and claims himself and it is a legal requirement that any decisions should be notified to him personally. Except where a claimant is present and able to confirm orally that he wishes to be represented, it will normally be necessary for the representative to produce written authority from the claimant on each occasion; this is essentially to protect the interests of claimants in preserving the confidentiality of information given by them. It should not normally be necessary for more than one person to accompany a claimant at interview, though there may be exceptional cases where the presence of another person is desirable, eg sometimes the parent of a handicapped young person should be present. Interviewing officers are authorised to refuse to conduct an interview with 3 or more persons or if an attempt is made to make a tape recording of the interview.

I hope this explanation of the policy and ground rules by which we operate in our contacts with those who seek to assist claimants will help to clear up any misunderstanding."

7+8

(7)

CLAIMANTS UNIONS IN THE NORTH OF ENGLAND

7+8

South Tyneside Claimants Union

The People's Place
Derby Terrace
South Shields
Tyne and Wear

Contact: Jack Grassby
Meets at 11am on
Wednesdays and Saturdays.
Coordinating Union
Affiliated 0632-565062/560816

Newcastle Claimants Union

Benwell Community Project
85 Adelaide Terrace
Benwell
Newcastle NE4.

?

Liverpool Claimants Union

c/o News From Nowhere Bookshop
100 Whitechapel
Liverpool L16EN
Mersgyside

Contact: Mandy
051-708-7270
Meets ?

Tameside Claimants Union

West End Community Centre
John Street
Ashton Under Lyne
Lancashire.

061-339-2728
Meets ?
Contact ?

Chester Claimants Union

Chester Arts Centre
Chester.
Communications to:
Annette Furber
39 Penmon Close
Blacon
Chester.

0244-25656
Contact: Mac ?
Meets at 7.30pm
on Mondays.

Bradford Claimants Union

Southgate Community Aid Centre
c/o Fourth Idea Bookshop
14 Southgate
Bradford 1
West Yorkshire.

0274-305927
Contact Howard
Meets ?

Manchester Claimants Union

c/o Don
642 Stockport Road
Manchester 13
c/o Tony Gunn
61 Egerton Road
Fallowfield
Manchester
c/o Tony O'Mahoney
28 Brundretts Road
Chorlton Cum Hardy
Manchester.

061-224-1451
Contact Don
Longsite.

?

York Claimants Union

c/o 64 Heslington Road
York

Contact David Wolstenholme
0904-35722
?

Claimants Unions in the North of England (continued) Regions 7 and 8

Cumberland Claimants Union 06977 (Hallbankgate) 219
Low Broomhill
Low Row
Brampton
Cumberland

Gateshead Claimants Union 0632 775615
Tyne and Wear Resource Centre
13 Swinburne Street
Gateshead NE 8 Tyne and Wear
London NE 8

Sunderland Claimants Union (?) Contact Peter Marshall
104 Myrella Crescent
Tunstall Hill
Sunderland
Tyne and Wear

Batley Claimants Union
23 Woodside Crescent
Batley
Yorkshire

Bolton Claimants Union 0204 26137
4 Charles Street
Bolton
Lancashire

Dewsbury Claimants Union
617 Huddersfield Road
Ravensthorpe
Dewsbury
West Yorkshire

Leigh Claimants Union (?) Contact Malcolm Kirkpatrick
M c/o 5 Firth Street
Leigh
Lancashire

Oldham Claimants Union Contact Laurence Cheadle
239 Chamber Road
Oldham
Lancashire

Sheffield Claimants Union Contact Betty Holden
98 Fretson Road
Sheffield 2
Yorkshire

Please check this list. And let us know of additions, deletions or any alterations ...in writing please to:
East London Claimants Union Dame Colet House Ben Jonson Road London E1.

9. CLAIMANTS UNIONS IN SCOTLAND

Region 9

Castlemilk Claimants Union
15 Dougrie Terrace
Glasgow
Scotland

Coordinating Union
Affiliated
Meets Tuesdays 1pm
041-634-0819
Contact: Jim McKirdy

Lillybank/Glasgow Claimants Union
25 Methven Street
Lillybank
Glasgow
Scotland

041-551-0872
Contact: Betty McGrattan
Meets ?

Maryhill Claimants Union
c/o McNulty
7 Lothian Gardens
North Kelvinside
Glasgow

affiliated
Meets Mondays 2pm
041 946 3676
Contact: Keith Millar

Rutherglen/Glasgow Claimants Union
Macdonald Centre Annexe
King Street
Rutherglen
Glasgow

affiliated
Meets Tuesdays 2.30pm
and Wednesdays 7.30pm

Blackhill/Provanmill/Glasgow Claimants Union
Community Flat
48 Hoganfield Street
Blackhill
Glasgow G33 1DD

Meets Mondays 2pm
041-770-8633

Glasgow Central Claimants Union
C/o Information Library
80 Yorkhill Street
Glasgow G3 8SR

Drumchapel/Glasgow Claimants Union
259 Drumchapel Road
Drumchapel
Glasgow

041-944-4865
Contact: Bert Ianniello

Hillhead / Glasgow Claimants Union
c/o 163 Great George Street,
Hillhead
Glasgow

Stirling Claimants Union
Raploch Community ~~XXXXXX~~ Project
23 Huntley Crescent
Raploch
Sterling

Glenrothes Claimants Union
C/O Nichols
59 Malcolm Road
Glenrothes
Fife.

10.

10.

CLAIMANTS UNIONS IN IRELAND

- Com Bradley
52 Broadway
Belfast 12.
- (1) Derry Claimants Union
103 Bishop Street.
Derry,
Northern Ireland.
- (2) Belfast/Rathcoole/Newtonabbey, Newtonabbey.
c/o Derek Ray,
Dept of Further Professional
Studies in Education,
Queens University,
107 Botanic Avenue,
Belfast BT7 1NN
- (3) Thomas Coffey
Main Street 64 Main Street
Belturbet
County Cavan
Eire.
- (4) Belfast Claimants Union
Workers Resource Centre
52 Broadway
Belfast BT12
- ?
? Coordinating Union
? Affiliated
Meets Mondays and Fridays 10
10am - 12noon.
0232-45133 ext 3312.
?
?
?
Off Falls Road by
Belfast Hospital for Children.
Meets Mondays at 3.30pm

Please check and amend this sheet urgently. Send copies of amendments
to North London Claimants Union 295 Upper Street London N1.(internal bulletin)
and East London Claimants Union Dame Colet House Ben Jonson Road E1.

CLAIMANTS UNION ADDRESS LIST

DATE :

Please fill in the following information :

1. Name of Claimants Union,
2. Name of Contact Person(s).
3. Correspondence Address
.
4. Telephone Numbers.
5. Time and Day of Weekly Meeting
6. Place of Weekly Meeting
7. Do you want any other information put on the national address list ?
.

NEW UNIONS :

Are you applying for affiliation to the National Federation of
Claimants Union ?.....If so...

- a) Do you agree with the Claimants Union Charter.....
- b) Do you consist of Claimants and Ex-Claimants.....
- c) Do you hold weekly meetings open to all Claimants.....
- d) Will you be attending the next national CU conference.....

Please return this form as soon as possible to:-

East London Claimants Union, Dame Colet House, Ben Jonson Road, London E1.

Please let us know if you need any help in starting a Claimants Union
or if you want pamphlets, stickers, badges etc. These are also
available from your Regional Coordinating Union.

ATTACK UNEMPLOYMENT, NOT THE UNEMPLOYED!

Official unemployment levels - which always underestimate the real situation - stand at over two million and are rising. The recession is international, but the Thatcher government is seeking a national solution to Britain's economic crisis by blaming the British working class. Firstly, they are attacking the basic organisations of working class strength through anti-trade union laws. Secondly, in order to drive down wages they are trying to create an army of unemployed who will be forced to work as cheap labour. With the predictable exception of "defense," state expenditure is being mercilessly cut (a process begun by the last Labour government), and with this are threatened the livelihoods of millions of working people.

At the same time DHSS investigations into alleged fraud by claimants, which everyone knows is insignificant alongside for example company tax fiddling, are being stepped up. Neighbours are openly encouraged to spy on unsuspected social security "scroungers." First they take your job away, then they try to impoverish and humiliate you. And all this from a government which came to power under the slogan "Labour Isn't Working."

Unless the unemployed are organised and brought within a wider struggle against the policies of this reactionary government the Tories will succeed in their attempt to divide the working class. They are trying to lay the blame for the consequences of their slump policies on the people who are in fact their victims. This must not be allowed to happen. It is essential and urgent that the Labour movement takes up the demand of a decent income for all, whether in work or unemployed. The working class must not be forced to foot the bill for the capitalist's crisis,

This is the policy of the CLAIMANTS UNION. We stress the need for a fighting unity among all types of claimant- unemployed, pensioners, single parents, the sick, and strikers. We say that a struggle for this unity, supported by the trade union movement, is necessary to derail Tory attempts to split the growing body of claimants along artificial lines of age, sex and race.

We fight collectively around the 4 demands known as the CLAIMANTS CHARTER.

- 1 The right to an adequate income without means test for all people, whether or not the "free economy" can provide everyone with a job.
- 2 A Socialist society in which all necessities are available for all, and which is managed and controlled directly by the people.
- 3 No secrets and the right to full information in all dealings with the DHSS.
- 4 No distinction between so-called "deserving" and "undeserving" cases.

The situation is bad for claimants, but will be worse in November when the Social Security Bill is passed. Individuals have no strength against this kind of law. That is why the Claimants Union is necessary.

IF YOU ARE A TRADE UNIONIST We urge you to take up our demand for a decent income for all and, wherever possible, to support our work for claimants' rights. Recently we gave advice to steelworkers on strike benefits, and we are sure that similar situations will arise again. Also, remember that with factories closing every week today's worker can be tomorrow's claimant.

IF YOU ARE A CLAIMANT The Claimants Union is Your union. Many people simply do not know what they are entitled to claim, and the DHSS does not exactly encourage us to know. We will give you information and practical support concerning unemployment benefit, supplementary benefit, exceptional needs payments and any other issues which, as a claimant, may concern you. The Claimants Union fights on a day to day basis on these questions, and we welcome any claimants who want to become involved in the running of their local C.U. As always for the working class, self-organisation is the way to defend and extend basic rights.

WE MUST LINK UP THE STRUGGLES OF WORKERS AND THE
UNEMPLOYED

The Claimants Union says

- 1 For a 35 hour week, without loss of pay, to spread the work.
- 2 For public investment to create new jobs, at union rates, to meet real needs: houses, schools and hospitals, not murderous Cruise missiles for the War Games of Mrs Thatcher, her Generals, and her friends in the armaments industry.
- 3 Resist the Tories' plans for "voluntary" work for the unemployed. They want to create a body of free labour to undercut and replace public sector workers. If anyone is to organise the unemployed and provide them with work it must be the trade unions, AT TRADE UNION RATES.

Contact us at:

CASTLEMILK CLAIMANTS UNION
15 DUGRIE TERRACE
GLASGOW G45
Tele. 041-634 0819

Information

SINGLE PAYMENT SCALE RATES

9.2.14.12.

Extent: England, Wales and Scotland

November 1980

1 The information in this circular is taken from Schedules 1 and 2 to the Supplementary Benefit (Single Payments) Regulations 1980 which come into force on 24th November 1980. It should be used in conjunction with 9. 2.4. 11. Supplementary Benefit Single Payments.

2 The references at the end of each table indicate how they are cited in the Regulations.

Table 1 Bedclothes	
Column 1 Item	Column 2 Amount £
Blanket (cot)	4.25
Blanket (single)	9.10
Blanket (double)	11.50
Terylene quilt (single)	12.00
Terylene quilt (double)	14.25
Pillow	4.00
Pillow-case	1.50
Sheets-cotton (single) pair	12.00
Sheets-cotton (double) pair	16.50
Sheets-flannelette (cot) pair	4.65
Sheets-flannelette (single) pair	10.25
Sheets-flannelette (double) pair	13.75
Sheets-nylon (single) pair	6.50
Sheets-nylon (double) pair	8.50
Schedule 1	

continued/...



9.2.14.12. (Page: 2)
November 1980

Table 2 Men's Clothing	
Column 1 Item	Column 2 Amount £
Anorak	18.25
Cap	4.00
Cardigan	10.00
Dressing gown	16.00
Overcoat	43.00
Pullover	6.30
Pyjamas	8.00
Raincoat	28.50
Shirt	6.30
Shoes	12.00
Slippers	4.00
Socks	0.95
Sports-jacket	34.00
Suit	51.00
Trousers	12.00
Underpants-woollen (long)	5.70
Underpants-woollen (short)	4.50
Underpants-briefs	1.40
Vest-woollen	5.10
Vest-singlet	1.80
Schedule 2, Part I	

Table 3 Working Clothes	
Column 1 Item	Column 2 Amount £
Boiler suit	10.75
Boots	12.50
Donkey-jacket	18.25
Dungarees	8.50
Jeans	10.25
Overalls	9.70
Wellingtons	8.50
Schedule 2, Part II	

continued/...

Table 4 Women's Clothing	
Column 1 Item	Column 2 Amount £
Blouse	6.30
Boots (ankle)	14.25
Brassiere	3.40
Briefs	1.30
Cardigan	8.00
Corset	8.00
Dress-summerweight	11.50
Dress-winterweight	14.75
Dressing-gown	11.50
Jumper	6.80
Knickers	1.80
Nightdress (standard length)	6.30
Nightdress (full length)	8.00
Overcoat	40.00
Pantie-girdle	4.55
Petticoat	4.00
Pyjamas	8.50
Raincoat	28.50
Shoes	11.50
Skirt	8.50
Slippers	3.70
Stockings/tights	0.55
Trousers	9.10
Vest-cotton	1.70
Vest-woollen	3.40
Schedule 2, Part III	

continued/...

Table 5 Boy's Clothing		
Column 1 Item	Column 2 Amount	
	Small to Large	
	£	£
Dufflecoat	13.75	18.25
Jacket/anorak	10.25	13.75
Overcoat	17.00	23.00
Pyjamas	4.55	5.70
Raincoat	12.50	19.25
Shirt	3.40	5.10
Shoes	7.40	10.25
Socks	0.55	0.80
Sweater	4.55	6.30
Trousers-long	6.30	9.10
Trousers-short	4.00	5.10
Underpants	-	1.15
Vest	-	1.35
Wellingtons	3.15	5.10
Schedule 2, Part IV		

Table 6 Girl's Clothing		
Column 1 Item	Column 2 Amount	
	Small to Large	
	£	£
Blouse	3.40	4.00
Brassiere	-	2.30
Briefs	-	1.00
Cardigan	4.25	6.30
Dress-summerweight	5.10	8.00
Dress-winterweight	6.80	9.70
Dufflecoat	13.75	18.25
Jacket/anorak	10.20	13.75
Jumper	4.00	5.70
Nightdress	4.55	6.30
Overcoat	16.00	22.00
Pantie-girdle	-	4.55
Petticoat	-	2.85
Pyjamas	4.55	6.80
Raincoat	12.50	18.25
Shoes	7.40	10.25
Skirt	5.10	7.40
Socks	0.65	0.85
Stockings/tights	-	0.55
Vest	-	1.25
Wellingtons	3.15	5.10
Schedule 2, Part V		

continued/...

Table 7 Baby Clothing	
Column 1 Item	Column 2 Amount £
Napkin	0.90
One-piece stretch sleeping suit	3.70
Plastic pants	0.40
Pramsuit	6.00
Vest	0.85
Wrap/shawl	4.85
Schedule 2, Part VI	

Official unemployment levels - which always underestimate the real situation - presently stand around 1½ million and are rising. The recession is international, but the Thatcher government is seeking a "national" solution to Britain's economic crisis, firstly by attacking the basic trade union organizations of working class strength, and secondly by launching a vicious campaign to present the working class, and the unemployed in particular, as responsible. With the predictable exception of "defence" state expenditure is being mercilessly cut (a process begun by the last Labour government) and with it are threatened the livelihoods of millions of working people. At the same time DHSS investigations into alleged fraud by claimants, which everyone knows is insignificant alongside for example company tax fiddling, are being stepped up. Neighbours are openly encouraged to spy on suspected social security "scroungers." First they take your job away, then they try to impoverish and humiliate you.

Unless the unemployed are organized and brought within a wider struggle against the policies of this reactionary government the Tories will succeed in their attempt to divide the working class. They are trying to lay the blame for the consequences of their slump policies on the people who are in fact its victims. This must not be allowed to happen. It is essential and urgent that the labour movement takes up the demand of a decent income for all, whether in work or unemployed. The working class must not be forced to foot the bill for the capitalists' crisis.

This is the policy of the Claimants Union. We stress the need for a fighting unity among all types of claimants - unemployed, pensioners, single parents, the sick, and strikers. We say that a struggle for this unity, supported by the trade union movement, is necessary to derail attempts to split the growing body of claimants along artificial lines of age, sex and race. We reject the offensive distinction between "deserving" and "undeserving" cases - a patronising and insulting extension of the hated Means Test. For example, the C.U. has in recent weeks been active in Sheffield and elsewhere in helping striking steel workers to understand and claim their entitlements.

We urge you, if you are a trade unionist, to take up our demand for a decent income for all and, wherever possible, to support our defence of claimants' interests. If you are unemployed, the C.U. is YOUR

organization. Many people simply do not know what they are entitled to claim, and of course the DHSS does not exactly encourage us to know. As always for the working class, self-organization is the basis for the defence and extension of basic rights. We will give you information and practical support concerning supplementary benefit, unemployment benefit, exceptional needs payments, and any other issues which, as a claimant, may concern you. The C.U. fights on a day to day basis on these questions. We say:

No to the "scrounger" myth!

A decent income for all!

If you want to contact us, phone us at the number given below. We will support your claim, and welcome any claimants who want to become involved in the running of their local C.U. Self-confidence comes through a common struggle.

WHAT IS THE CLAIMANT'S UNION?

A Claimant's Union is a Group of people on Social Security who have got together to help each other and to fight collectively around the four demands known as the CLAIMANTS CHARTER.

- 1 The right to an adequate income without means test for all people.
- 2 A socialist society in which all necessities are provided free and which is managed and controlled directly by the people.
- 3 No secrets and the right to full information.
- 4 No distinction between so-called 'deserving' and 'undeserving'.

Each Claimant's Union is self-governing and cannot be mandated outside the charter. The essence of the Claimant's Union is rank and file control which means that members make their own decisions at a local level.

CASTLEMILK CLAIMANT'S UNION, 15 Dougrie Terrace. Tel.. 634 0819

The Claimants Union is an organisation of claimants, run by claimants, to fight back against the government's treatment of people on social security. We fight collectively around the four demands known as the CLAIMANTS CHARTER.

- 1 The right to an adequate income without means test for all people.
- 2 A socialist society in which all necessities are provided free and which is managed and controlled directly by the people.
- 3 No "secrets" and the right of claimants to full information.
- 4 No distinction between so-called "deserving" and "undeserving" cases.

This is the policy of the CU. We stress the need for a fighting unity among all types of claimants - unemployed, pensioners, single parents, the sick, and striking workers. Many people simply do not know what they are entitled to claim, and of course the DHSS does not exactly encourage us to know. As always, self-organisation is the basis for the defense and extension of the rights of the working class, including those who depend on social security. We will give you information and practical support concerning supplementary benefit, unemployment benefit, exceptional needs payments, and any other issues which, as a claimant, may concern you.

If you need support or advice regarding your claim, or want to help with the running of your local CU, contact:

Claimant's Union, 15 Dougrie Terrace, Castlemilk.
(Tel. 634 0819.)

Who Is a Claimant .

The 1966 Social Security Act labelled the receivers of Supplementary Benefits as "Claimants". The National Federation of Claimants Unions use the word to mean Pensioners, Sick, Unemployed, Single Parents, Low wage earners on F.I.S; and Strikers claiming supplementary benefit, from the D.H.S.S., and, People with weekly incomes low enough to claim Supplementary Benefits, can be considered as Claimants. Non-Claimants are not eligible for membership of Bona-fide Claim Unions.

What is a Bona-Fide Claimants Union. ?.

To be able to call itself a Claimants Union and join the National Federation of Claimants Union's, a union must be composed of Claimants and Ex-Claimants. It must hold open regular weekly meetings. Some C. U.s, have Ex-Claimants and Non-Claimants helping with their activities, but they cannot vote or take part in decision making, this has to remain in the hands of the Claimants, and Non-Claimants cannot become members, nor EX-Claimants, if in receipt of a weekly wage above the Supplementary benefit level. Any Claimant may join a Claimants Union and be backed up without discrimination.

furniture storage costs. To qualify, you must *either* be chronically sick, physically or mentally disabled or a pensioner *or* have a partner or children who were, are, or will be living in the house. If you do not have enough savings to clear the debt and would otherwise lose your home or your furniture, a grant will be made towards the arrears. But if a prisoner's wife or someone else has been receiving benefit for the housing costs or furniture storage charges, or would have done so had they claimed benefit, the discharged prisoner won't get it. The maximum amount which can be given to clear the debt is the amount that would have been paid towards the housing costs had you not been in prison. You will be expected to put any savings towards the debt first.⁶³

1. Reg 9(9)(b) SB (Reqs) Regs as changed by para 5 of the Schedule SB (ARR) A Regs
2. Reg 9(9) SB (Reqs) Regs
3. Reg 9(8) SB (Reqs) Regs
4. Sch 3 para 6 SB (Reqs) Regs
5. Reg 12(4)(a) SB (Reqs) Regs
6. Reg 13(7)(a) SB (Reqs) Regs
7. Reg 9(2) SB (Reqs) Regs
8. Reg 9(4) SB (Reqs) Regs
9. Reg 9(4)(c)(ii) SB (Reqs) Regs
10. Reg 9(4)(a) SB (Reqs) Regs
11. Reg 9(4)(b) SB (Reqs) Regs
12. Reg 9(4)(c)(i) SB (Reqs) Regs
13. Reg 9(4)(d) SB (Reqs) Regs
14. Reg 9(5)(a) SB (Reqs) Regs
15. Reg 9(5) and Reg 21(5)(b) SB (Reqs) Regs
16. Reg 9(5)(b) SB (Reqs) Regs
17. Reg 9(5) SB (Reqs) Regs
18. Reg 9(4) SB (Reqs) Regs
19. Reg 9(4) SB (Reqs) Regs
20. Reg 9(4) SB (Reqs) Regs
21. SB Handbook para 11.37
22. Reg 12 SB (CP) Regs
23. SB Handbook para 11.15
24. Sch 2 para 5 SB (UC) Regs
25. Reg 22(1)(j) SB (SP) Regs
26. Sch 2 para 4 SB (Reqs) Regs
27. Reg 12(4)(c) and Reg 13(7)(f) SB (Reqs) Regs
28. Sch 5 SBA
29. Sch 2 para 7 SB (Reqs) Regs
30. Reg 12(4)(c) and Reg 13(7)(f) (Reqs) Regs
31. Sch 2 para 2 SB (UC) Regs
32. Sch 2 para 2(b) SB (Reqs) Regs
33. Reg 2(3)(b) SB (Agg) Regs
34. Sch 2 para 2(a) SB (Reqs) Regs
35. Reg 14(4)(a) SB (Reqs) Regs
36. Sch 2 para 2(c) SB (Reqs) Regs
37. Reg 14(4)(a) SB (Reqs) Regs
38. Sch 2 para 2(e) SB (Reqs) Regs
39. Sch 2 para 2(c) SB (Reqs) Regs as changed by para 16(a) of the Schedule SB (ARR) Regs

40. Reg 14(4)(a) SB (Reqs) Regs
41. Reg 3(2) and Reg 4(2)(d)(iii) SB (Reqs) Regs
42. Reg 4(d)(i) SB (Agg) Regs
43. Reg 3(2) SB (Agg) Regs
44. Reg 4(2)(d)(iii) SB (Agg) Regs
45. Sch 2 para 2(d) SB (Reqs) Regs
46. Reg 13(7)(e) SB (Reqs) Regs
47. Reg 13(7)(c) SB (Reqs) Regs
48. Reg 12(2)(c) SB (Reqs) Regs
49. Reg 15(3) SB (Reqs) Regs as changed by para 10(b) of Schedule SB (ARR) A Regs
50. Reg 12(2)(c)(iii) SB (Reqs) Regs
51. Reg 27(1)(b) SB (SP) Regs
52. Reg 27(1)(a) SB (SP) Regs
53. Reg 11(4)(c) SB (Res) Regs
54. Reg 7(3)(a) SB (Reqs) Regs
55. Sch 2, para 1 SB (Reqs) Regs
56. Reg 9(4)(d) SB (Reqs) Regs
57. Sch 2, para 8 SB (Reqs) Regs
58. Reg 2(3)(d) SB (Agg) Regs
59. Reg 29 SB (SP) Regs
60. Reg 11(2)(g) SB (Res) Regs
61. Reg 6(o) SB (CE) Regs
62. Sch 2, para 4 SB (UC) Regs
63. Reg 16 SB (SP) Regs

13. LIVING TOGETHER AS HUSBAND AND WIFE

There is a general rule in the supplementary benefits scheme that wherever a couple are living together only the man can claim. The exact way in which this operates depends on whether or not you are a married couple.

IF YOU ARE MARRIED

If a husband and wife are living in the same household, the law says only the man can make a claim for benefit.¹ His wife's needs as well as those of any children, count as part of his requirements so he receives the scale rate for a married couple. Any income of the wife, and the capital of the wife and children (except in certain circumstances see page 65) also count when his resources are set against his requirements.²

Only the man can be required to register for work. Even if the woman is in full-time work the man may still qualify for benefit. If the man mis-spends the allowance for his wife and children or refuses to give her any money, the benefit officer can pay the wife all or part of the weekly allowance or pension.³ In a case such as this, the wife will need general advice, perhaps from a solicitor, about her matrimonial affairs.

BETTER OFF CALCULATION : SUPPLEMENTARY BENEFITS OR RENT AND RATE REBATES

9.2.14.3.

Extent: England, Wales and Scotland

November 1980

Introduction

1 Anyone who has a regular income which brings his/her resources nearly up to his/her supplementary benefit requirements may be better-off claiming a rent rebate/allowance and rate rebate instead of supplementary benefit. It is important to remember that this better off calculation only applies to people not in full-time work ie. not working more than 30 hours a week (but see para 2). Those working more than 30 hours a week may be eligible for Family Income Supplement (F.I.S) and rebates/allowances.

2 There is a more complicated better off calculation for some one-parent families between supplementary benefit or F.I.S. and rebates/allowances. This is because one-parent families are eligible for F.I.S. if working 24 hours a week so that if they work between 24 and 30 hours they have a choice between supplementary benefit or F.I.S. and rebates/allowances. For details of this better-off calculation see 9.2.23.3. One-Parent families: supplementary benefit or FIS/Rebates and Allowances?

The choice between supplementary benefits/rent and rate rebates

3 There is a rule of thumb associated with this better off calculation: the claimant is likely to be better off claiming rent and rate rebates if their supplementary benefit entitlement is less than their weekly rent and rates. However when advising on this choice it is important to check each individual case. In some instances the difference between claiming rent and rate rebates instead of supplementary benefit may be substantial, in others the difference may be marginal.

4 If the family would only be marginally better off claiming rent and rate rebates it may still be advisable to claim supplementary benefit for the following reasons:

- (a) it may be possible to claim Additional Requirement or Single Payment although the methods of qualifying for these are much more restricted since the abolition of discretionary powers formerly held by the SBC;
- (b) there are a number of benefits to which someone on supplementary benefit is automatically entitled. For some of these benefits there is also a 'low income' qualification which someone on rebates/allowance might fulfil.

- (i) free mid-day refreshment at school for all children. (See 5.2.11.0. School Meals Milk and Transport)

continued/...



- * (ii) free NHS prescriptions,
dental treatment and glasses (see
10.6.4.4.(B) M11)
- * (iii) free milk and vitamins for expectant
mothers and all pre-school child-
ren (see 10.8.6.1. Free Milk and
Vitamins);
- * (iv) refund of hospital fares (see 10.6.7.23(B)
H11)
- * (v) free legal advice and assistance (subject to
the limits on disposable capital) and free
legal aid.

Summary of the calculation

- Step 1: Calculate what the person's total income would be if in receipt
of a supplementary benefit. Check to see whether the person would
be eligible for any additional requirements.
- Step 2: Calculate the rent rebate/allowance the person is entitled to,
see 11.6.4.4. Rent rebates or 11.5.18.0. Rent allowances.
- Step 3: Calculate the rate rebate the person is entitled to, see
11.9.5.0. Rate rebates.
- Step 4: Calculate what the person's total income would be if in receipt
of rent and rate rebates (i.e. add the rent rebate/allowance and
rate rebate to his/her regular income).
- Step 5: If the person's total income in step four is appreciably more than
that in step one, it would be advisable for him/her to claim a
rent rebate/allowance and rate rebate rather than a supplementary
benefit.

Points to look out for when doing the calculation

- 6 The amount and type of disregarded income is not the same for
rent and rate rebates as for supplementary benefit.
- 7 The treatment of capital resources is not the same for rent and
rate rebates as for supplementary benefit.
- 8 The standard deductions for non-dependants are not the same for
rent and rate rebates as for supplementary benefit.
- 9 Both general rates and water charges are covered by supplementary
benefits but only general rates are eligible for a rebate.

* denotes that there is a 'low income' qualification for the benefit described.

continued/...

10 If the person is a council tenant find out how many times rent is paid in a year. This will vary year by year depending on which day of the week their payment day is. Moreover, some local authorities do not require rent on payment days which fall within certain bank holiday weeks, eg. Christmas, Easter. As a result rent might be paid say, 48 times in a particular year. However, the rent must be converted into its 52 weeks equivalent (eg. if it is paid over 48 weeks the rent should be multiplied by $\frac{12}{13}$) for calculating rent and rate rebates and supplementary benefits.

Example

10 Mr Smith is an old age pensioner who lives with his wife in a council flat. He receives a National Insurance retirement pension of £43.45 for himself and his wife, and an occupational pension of £12.30 a week. Their rent is £14.10 per week paid over 48 weeks, of which £3.90 is general rates and £1.38 water and sewerage charges. The rent does not include a charge for services. Mrs Smith is a diabetic and requires a special diet. The couple have savings of £1000 in a building society on which they currently get interest of 10% p.a. net of tax.

STEP 1: CALCULATING TOTAL INCOME ON SUPPLEMENTARY BENEFIT

Requirements

Net rent and rates (= gross rent x $\frac{12}{13}$)	= 13.02
Scale rate	= 43.45
Additional requirements	
- for diet (minus 50p on longterm rate)	= 2.30
- for heating (automatic because Mr Smith is over 70)	= 1.40
	<hr/> 60.17

Resources

N.I. pension	= 43.45
Occupational pension	= 12.30
	<hr/> 55.75

Entitlement

Requirements - resources.	= 4.42
60.17 - 55.75	

Total Income

N.I. pension	43.45
Occupational Pension	12.30
Building Society interest ($\frac{10\% \text{ of } £1000}{52}$)	1.92
SB entitlement	4.42

TOTAL £62.09

continued/...

STEP 2 : CALCULATING RENT REBATE

$$\begin{aligned}\text{Net rent} &= \text{gross rent} \times \frac{12}{13} \\ &= (14.10 - 3.90 - 1.38) \times \frac{12}{13} \\ &= 8.82 \times \frac{12}{13} \\ &= \text{£}8.14\end{aligned}$$

Income	
N.I. pension	= 43.45
Occupational pension	= 12.30
Building Society interest	= 1.92
	<hr/>
	£57.67

Needs Allowance = £51.70

Income is greater than Needs Allowance

$$\begin{aligned}\text{Rebate} &= (60\% \text{ of rent}) - (17\% \text{ of difference between I and N.A.}) \\ &= (60\% \text{ of } 8.14) - (17\% \text{ of } 5.97) \\ &= 4.88 - 1.01 \\ &= \text{£}3.87\end{aligned}$$

STEP 3 : CALCULATING RATE REBATE

$$\begin{aligned}\text{Net rate} &= (\text{gross rate} \times 12/13) \\ &= 3.90 \times 12/13 \\ &= \text{£}3.60\end{aligned}$$

Income = 57.67

Needs Allowance = 51.70

Income is greater than Needs Allowance

$$\begin{aligned}\text{Rebate} &= (60\% \text{ of rates}) - (6\% \text{ of difference between I and NA}) \\ &= (60\% \text{ of } 3.60) - (6\% \text{ of } 5.97) \\ &= 2.16 - 36\text{p} \\ &= \text{£}1.80\end{aligned}$$

continued/...

STEP 4 : CALCULATING TOTAL INCOME ON REBATES

N.I. pension	43.45
Occupational pension	12.30
Building Society' interest	1.92
Rent rebate	3.87
Rate rebate	1.80
	<hr/>
	£63.34

STEP 5 : CALCULATING DIFFERENCE BETWEEN INCOME ON SB AND INCOME ON REBATES

Total income on rebates	63.34
Total income on supplementary benefit	62.09
	<hr/>
	£ 1.25

Thus Mr and Mrs Smith would be £1.25 per week better off claiming rent and rate rebates rather than Supplementary Benefit.

Special points

11 Note that, if either or both were registered as disabled people their needs allowance for rent and rate rebate purposes would be higher. Their rent and rebates would thus be increased, and they would benefit still more.

12 Note also that, if a client does switch to claiming rent rebate/ allowance and rate rebate, s/he should ask the local authority at the time of the transfer to rebates for these rebates to be backdated to the time when s/he became "better off" (although they can only be backdated for a maximum 12 months). This will have the effect of "topping up" the supplementary benefit which the client has been receiving during the time that s/he would have been better off claiming rebates.

THURSDAY 29th DECEMBER 1977

I phoned Supplementary Benefit Department for an appointment. I was offered one for the following Thursday I told the clerk that this was unsuitable and required something sooner. On being told that this was the earliest time available I then asked to speak to the supervisor. The supervisor reiterated what the clerk had already told me reminding me that the delay was due to the holiday coming up, and that since yesterday claimants were being told by the Department that they would have to wait a week for an interview. I told him I was in urgent need of help and that I imagined many of the other people who had contacted the Department would be in a similar position and that the Department must have machinery for coping with these more urgent cases. He repeated that next Thursday was the best they could offer. Being dissatisfied with this position, not only from my own point of view, but also because of the other claimants who must have been inconvenienced by the delay, I asked to speak to the manager to enquire further. The supervisor refused. I asked repeatedly and still was refused. I asked his name, saying I intended to take the matter further, but he refused to give it. When I again asked to speak to the manager he hung up on me.

FRIEDAY 30th DECEMBER 1977

I visited the Supplementary Benefit Department at 10.20am and requested an interview with Mr. Tonner. The counter clerk asked the nature of my business, and I explained I had a complaint. He went away. When he returned he said Mr. Tonner could not see me. When I asked why, he told me he just couldn't see me. I told him to go back through and deliver my request. He did so with great reluctance. When he returned he said that Mr. Tonner could not see me as he was at a meeting. I asked when Mr. Tonner would be free. He said he didn't know, but that I was to go home and phone Mr. Tonner and speak to him. I said that I did not intend to do this as I had been refused the right to speak to Mr. Tonner on the phone when I asked the previous day, and that if he would find out when Mr. Tonner would be available I would be happy to wait. At first he refused to do so but finally went. When he returned I was told to take a seat and my name would be called.

When I was called I went through to the interview booth to find not Mr. Tonner - but a supervisor Mr. Martin, I asked Mr. Martin when Mr. Tonner would be available. He tried to ascertain the nature of my complaint. I told him I did not mind relating it for his interest, but that I specifically and personally wished to convey this to Mr. Tonner. When Mr. Martin heard what had happened he volunteered a few reasons for the difficulties I had experienced. While he was courteous, attempting to be of help I told him that I wished still to see Mr. Tonner personally on this matter. He seemed to understand my feeling on this and left to try and find out when Mr. Tonner would be free. When he came back he told me that Mr. Tonner and Mr. McGowan (Asst. Manager) were engaged in discussion with the Unions, over a current dispute, but that it was possible they would be free around 12.00 - 12.30, I said that in that case I would return at 12.00 and expect to see Mr. Tonner.

12.00

When I returned at 12.00 I gave my name at the desk and said I wished to see Mr. Tonner. When my name was called I went through to the interviewing booths and again it was not Mr. Tonner but Mr. Martin. Mr. Martin apologised but told me Mr. Tonner was still engaged in discussion with the Unions. I told him that in that case I would like to see Mr. McGowan, the Asst. Manager. He too was in discussion with the unions. We asked to see one of the other two Managers. Mr. Martin had by this time asked a Mr. Wright to join the discussions. Neither of them could tell us the whereabouts of the other two managers. They presumed they were at lunch but could not say if this was definitely the case, when they would be back, or indeed if they would be returning to work that day. We asked them to check this with some of the staff - as it seemed inconceivable that Asst. Managers should leave the building without informing their staff. When they would again be available and where they could be found. Mr. Martin and Mr. Wright insisted that such a situation was entirely possible. When pressed they said that Mr. Tonner was the only person likely to have such information - but refused to check this when asked. We found this lack of communication between management and staff unbelievable and said so. Mr. Martin

informed Mr Wright that in view of this he was calling off the discussion and at that they both left.

In the early part of the afternoon I had someone from the Social Work Department phone up Social Security to try to find out where the Asst. Managers were and when one would be available to see me. The position was no clearer by 2.30pm.

3.20pm

At 3.20pm I went back to the Supplementary Benefits Department. The door was closed, despite the fact that they do not officially close until 3.30pm. After a lady from the Unemployment Benefit Department phoned them, she was able to tell us to go up as someone was re-opening the door for us. When we went to the desk we saw Mr. Martin. I asked to see Mr. Tonner but was told he had left. I asked to see one of the Asst. Managers. Mr Martin went away and returned to say that Mr. Laird would see me - as long as I saw him alone, I told Mr. Martin that I desired my friends present. Mr. Martin said that Mr. Laird had been quite emphatic about this condition. When we had debated this, I reluctantly agreed - only to be told that it was now too late, Mr Laird had left.

At this I wrote a letter to Mr. Tonner requesting an interview with him as soon as possible, then left.

THURSDAY 5th JANUARY 1978

I received a letter from Mr. Laird (dated 4/1/78) saying that he understood I had an appointment for tomorrow morning (I had in fact refused this.) and that he would be pleased to see me after this interview.

AT APPROX. 10.20am

I phoned Supplementary Benefits and asked to speak to Mr. Tonner. I was put through to Mr. McGowan. I asked again to speak to Mr. Tonner. Mr. McGowan asked if I had received a letter from Mr Laird - again I asked to speak to Mr. Tonner - Mr. McGowan asked again about Mr. Laird's letter - I pointed out that he had not yet answered my question. He then told me that Mr. Tonner was on leave, I asked when he would be back and with reluctance I was told Monday. Mr. McGowan asked if I had received Mr Laird's letter. I confirmed I had. He asked if I would be availing myself of this interview with Mr Laird. I reminded Mr. McGowan that it was Mr. Tonner I had written to asking for an interview and said that no doubt Mr. Tonner would reply to this, and see me when he returned from leave. Mr. McGowan said he didn't know whether he would or not and again pressed me about the interview with Mr Laird. I repeated that it was Mr. Tonner I wished to see, but Mr. McGowan told me "Of Course, You don't decide these matters Mr Cooper" Hurridly said "Goodbye" and hung up on me.

MONDAY 9th JANUARY 1978

Hand delivered a letter to Supplementary Benefits Department repeating my previous request to see Mr. Tonner.

WEDNESDAY 11th JANUARY 1978

Received a reply from Mr. Tonner saying he had received on the 9th January my letter requesting an interview.

Claim for a Supplementary Allowance

PART A

Enter your name and address in BLOCK CAPITALS

Surname

Other Names

Mr
~~Mrs~~
~~Miss~~

Address

Please give the following information:

1. Your date of birth 20.6.47
2. Your usual occupation STUDENT
3. Have you claimed a supplementary allowance before? YES
4. If so when did you last receive payment? ABOUT ONE YEAR
5. Which office dealt with your claim at that time? DUNDEE

I claim a supplementary allowance

Signature
of Claimant

Date 28.12.77

PART B

FOR OFFICE USE

Ref.
No.

361 09

PART C

FOR BENEFIT OFFICE USE

OCCUPATION

(1) Registered STUDENT

(2) Alternative (if any)

Part-time or subsidiary occupation

Name and address of last employer

Last employment from to

to

Last employment of more than
one month (if not as above) from to

First day of current spell of proved unemployment 26/12/77

Form B1

52-1068/2B 1/77 W(B)Ltd.

FOR BENEFIT OFFICE USE

Benefit Office

Rutkard

NI No.



Box No.

4

B 1 issued on

28/12/77

Pay week ending

Mon	Tues	Wed	Thur	Fri	Sat
	<input checked="" type="checkbox"/>				

(Enter X in appropriate box)

Signing time

9.20

B 1 returned on

28/12/77

Enter X in box against all relevant items and complete as appropriate

1. ☒ Not yet rated. Reason *Renewed claim*

2. ☐ Contribution conditions not satisfied

3. ☐ *Benefit/Credit suspended from
to pending decision of
statutory authorities as to

4. ☐ *Benefit/Credit disallowed from
to
Reason

5. ☐ FRB rate £ per week
(if known)

6. ☐ ERS rate £ per week
(if known)

7. ☐ *FRB/ERS approaching exhaustion or
exhausted
Anticipated date
of exhaustion

8. ☐ Disability Pension:

weekly total £ *7*

9. ☐ Dependents included in household.
Claim made in respect of

WIFE <input checked="" type="checkbox"/>	OTHER ADULT <input checked="" type="checkbox"/>	CHILDREN (No) <input checked="" type="checkbox"/>
--	---	---

(delete box if no claim made)

10. ☐ Dependents other than those in
household. Claim made in respect of

WIFE <input checked="" type="checkbox"/>	OTHER ADULT <input checked="" type="checkbox"/>	CHILDREN (No) <input checked="" type="checkbox"/>
--	---	---

(delete box if no claim made)

11. ☐ Details of any amount of UB

(a) paid within seven days
prior to date of
claim for SA *nil*

(b) paid on
date of claim *nil*

(c) due next
pay day *nil*

B73 action. If any payment of supplementary allowance is made at the local office of the
Department of Health and Social Security form B 73 *should be issued.

~~need not be issued.~~

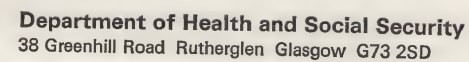
REMARKS

Anne Mc Condon

For Manager

Checked by (Intis) *CA*

*Delete as appropriate



Telephone 041-647 7131 (15 Lines) ext

Your reference

Our reference

Date _____

4 January 1978

Dear Mr Cooper

I understand you have an appointment tomorrow morning in connection with your claim for supplementary benefit and I shall be pleased to see you after your interview. Please show this letter to the interviewing officer.

Whilst there is no objection to your bringing along a friend if you wish I cannot see that any other person can have any locus in the complaint you wish to discuss and I have to make it clear that there can be no question of a meeting with anyone other than yourself accompanied by one friend.

Yours sincerely

W M LAIRD
ACTING MANAGER



DEPARTMENT OF HEALTH AND SOCIAL SECURITY

(LO Address)

38 Greenhill Road
Rutherglen
Glasgow
G73 2SD

Tel. 041-647 7131 Ext. 253

Ref No. 81195624

Mr/Mrs/Miss

Dear Sir or Madam

As you did not attend for interview today as arranged I am writing to ask if you still wish to claim Supplementary Benefit. If you do, please let me know by telephoning to arrange a fresh appointment or, if you cannot telephone, by completing the back of this letter and returning it in the enclosed pre-paid envelope.

If I do not hear from you within 7 days, I shall assume that you do not wish to continue with your claim.

Yours faithfully

J A TONNER
Manager

I still wish to claim Supplementary Benefit and would like a fresh appointment at your office.

Signed.....

Date.....19.....

Note. If you are not free to attend on any particular day please state the day(s) you are not free.

Normal hours for interview are 9.30 am - 3.30 pm Monday to Friday. If you are unable to come to the office please explain the circumstances so that other arrangements can be made.



Department of Health and Social Security
38 Greenhill Road Rutherglen Glasgow G73 2SD

Telephone 041-647 7131 (15 Lines) ext

Mr [REDACTED]

Your reference

Our reference

Date

10 January 1978

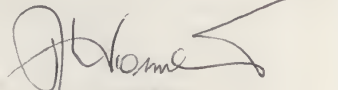
Dear Mr Cooper

I have received on 9th inst your letter requesting a personal interview.

I shall be pleased to see you at 10.30 am on Thursday 12 January but I have to advise you that only one "friend" can be permitted to accompany you at the interview.

If the proposed time and date is inconvenient please telephone me and we can arrange a more suitable appointment.

Yours sincerely


J A TONNER

11/1/78 Phoned Mr Tonner & asked for appoint to be changed to 3.00pm on Thurs.
This was agreed.

As a "Solidarity" member not involved in low pay disputes or other struggles at the point of production I'd like to highlight the issues affecting an autonomous movement amongst people claiming benefits.

Cardan's analysis of modern capitalism is projected in terms of a Model whereby production and consumption have been bureaucratised/rationalised to the point where there is a high degree of regulation which eliminates the cyclical crisis pattern pre-WW II. Within this Model, only strictly applicable to the advanced, western bloc, the affluent working class is the rule rather than the exception.

However, "the exception" still exists - people who either through choice (the revolt against work - or against paying tax) or circumstance are unemployed or unemployable. Whether it is a reflection of the relative position of Britain or not, successive Governments have differed little in their commitment to enforce economic sanctions against those not in wage labour. A whole ideology of scroungers/workshy etc. (however anachronistic to liberal reformers) still persists and is perpetuated daily through the media and in the treatment of those claiming benefit - especially Supplementary benefit.

Privatisation is the lot of claimants as with other groups in contemporary class society. Any political action among claimants comes up against the hard facts that many accept, or at least pay lip service to the scrounger ideology. While this is probably being broken down, it is still a significant obstacle to collective action. An offshoot of this is the productivity emphasis of the T.ad. Left with their various Right to Work campaigns which cannot see beyond herding people back into the production process and demanding "Full employment".

Against this is an alternative conception towards "organising the unemployed" has developed. On the face of it the Claimants Union movement offers a great deal of encouragement for libertarians: autonomous groups organising around issues which affect people everyday of their lives;

a movement without formal or centralised leadership which calls for: "a socialist society in which all necessities are provided free and which is managed and controlled directly by the people" *1*

However, the actual situation is more complicated. It would be false to see the movement in monolithic terms, just as it is difficult to gauge how claimants unions operate throughout Britain and Northern Ireland. Therefore, to a great extent my analysis is based on the Glasgow situation where there has been a slow but significant upsurge in self-organisation. Especially in the schemes (housing estates) where there are vast numbers on the dole or the order book a potential exists: often against a background of a hostile environment whereby mobs terrorise their fellow residents.

Active involvement in a claimants union is nowhere substantial and people don't often go beyond a narrow self-interest or an ideological division between "deserving" and "undeserving". Even where there is first hand experience of assertive behaviour against a D.H.S.S. office there is still an apparent reluctance to "put something back into the union". To a degree this may be because a C.U. is seen as somebody's property (although this is common in all forms of organisation, "Solidarity" included) or dominated by an "in-crowd".

In fairly crude terms there are three basic approaches towards the political significance of "the movement". There is entrenchment in C.U. attitudes a non-political stance which rejects "outside" manipulation or incorporation by Trots and such like. However, this has been extended by many into an ANTI-POLITICAL position which rejects a critique vis a vis the claimants position in society and sees claimants unions as voluntary self-help welfare rights groups where conflict is an aberration. On the other hand, there is the standard RADICAL position as articulated in most C.U. literature which puts forward transitional demands of social reform: "an adequate income without means test for all people" *2*

There is a degree of affinity with people in the POVERTY INDUSTRY such as radical social workers, welfare rights officers, Civil Servants Against the Nazis (the CPS is the major Trade Union for DHSS staff).

ic demands such as the scrapping of Industrial Misconduct Rule and the Co-habitation rule are raised in the light of calling for a total re-assessment of welfare benefits and the "poverty trap". Here the RECUPERATION game is being played, but the ideology is not that of the trots (too workerist) but of libertarian marxism. This is especially clear among the "in-crowd" who go to Conferences, speak to the Supplementary Benefits Commission, lobby TUC Conferences, etc.. With a Tory Government, however, it is even less likely that their demands will be listened to, however reasonable or liberal.

Taking an offensive position of CONTESTATION are a minority without much sense of cohesion or coherence. There is a more explicit attack on the work ethic and on the structural position of the bureaucracy but there is an unwillingness as with the anarchists to grapple with the real dynamics of modern capitalism and whether a mass movement is even necessary or desirable. One danger common to all approaches is to confuse "the movement" as an end in itself: "our prime commitment is to the social revolution - not to any particular group"*3*. (new para here)
 11 "Building" the C.U. movement has to be seen as secondary to the means (self-management of the struggle) and awareness of whose interests demands are taken up:

"the enemies of our enemies are not necessarily our friends" *4"

For example, on the question of talking to the so-called radicals of the CPSA, there is articulated the position that implementing the Good Work Strike would benefit claimants rather than withdrawing labour or a work to rule. Allied to this is the fact that the CPSA work under the Official Secrets Act, putting into operation the various "Secret Codes" which intimidate claimants in their personal lives and prevent claims. To daily reproduce this system yet espouse "socialist" causes is a double-standard common to "the Left" and an offensive position doesn't shrink from attacking radical rhetoric.

Against all the immovable objects of bureaucracy (however enlightened) the revolutionary approach 12 is not to raise demands but to articulate, service and generalise social struggles. Claimants aren't only involved in struggles as claimants and issues such as housing, community resources etc can only suffer if they are compartmentalised. As the situationists saw it, the critique of separation is a crucial aspect of the revolution of everyday life.

1 & *2* C.U. minimum CHARTER pts 1&2

3 & *4* As We Don't See It, "Solidarity", pnts:

Dear John/Rob,
 This was a draft copy for the next "Solidarity" paper.
 If either of you can contact it before the Wed. night meeting at SWP HQ. and list some comments/alternative ideas then I'd be most grateful — Keith —
 (also enclosed Ref. copy Controll CM — of which I will send you a copy)
 (JS)

During their present dispute with their employer, the Government, the C.P.S.A. has asked the members of the Claimants Unions for their support in their strike. We reaffirm our position by restating our past and present position -

The Civil and Public Services Association represents the two rank and file grades of non-supervisory staff in the local SS offices. Only 50/70% of the staff are members and many are not trade union minded at all. The CPSSA naturally defends itself against any action by the CU which crosses swords with its members. There is a crying need for the clerks to realise what they are doing, administering a Means Test system and acting as a front line punchbag for the Government. If the clerks set themselves up to defend the system, then they are asking to be attacked. They should demand that the management accept responsibility for everything and stop collaborating and shielding them by refusing to let the CU see the manager. CPSSA members should never exceed their powers, despite the pressure put on them and they should not take the rap for decisions they have not made. They should pass resolution in their union opposing the Means Test and secrecy. They should open the files to Claimants. If they see the truth they should be prepared to speak out and testify on behalf of Claimants, when they see deliberate provocation or denial of 'rights'. They should write of their experiences and expose the system they serve. Of course, they are in a conflict situation, but they need a set of priorities. They should stick resolutely for change and realise that more staff won't solve anything.

A small unofficial group of clerks have declared themselves in support of the Claimants Union, but until the majority begin to think along these lines, the SS clerks and the Claimants Union will not be fighting for a common goal.

Claimants Unions are not allowed to affiliate to the local Trades councils, because of orders from the TUC. This is, of course, a far cry from the TUC pretending to care about redundancy, unemployment, pensioners, and cuts in the welfare state. It is a thin veil concealing its contempt for Claimants and its ignorance of their union.

A LIVING INCOME, JOB OR NO JOB - OPEN THE FILES TO THE CLAIMANTS

Who are the members of the Claimants Unions ?
Pensioners, One Parent Families, Sick and Disabled, Unemployed, Anyone claiming a means-tested benefit can join, we make no distinction between so-called 'deserving' and 'undeserving'. We do not admit Social Workers or Professional Organisers.

DON'T BE THE PUNCHBAG FOR THE GOVERNMENT'S DIRTY WORK

ing fee payable by the local authority making the arrangements will be allowed, normally for up to 8 weeks but for longer if more time is needed to complete arrangements — see paragraph 5.31;

5. absent abroad — his requirements will be included for up to 4 weeks.

Other members of the household

2.8 Where the claimant is the householder, any other assessment unit in the same household is expected to make its contribution towards the housing costs (see paragraph 6.11). But otherwise, the financial circumstances of other assessment units in the household do not affect a claimant's title to benefit on behalf of his own assessment unit. For example, the resources of his parents do not enter into the calculation of benefit for a claimant over 16 who has left school. Nor would the resources of a working family affect the benefit payable to an elderly parent in their household.

Couples living together as husband and wife

2.9 Where two persons are a married or unmarried couple their requirements and resources are aggregated and treated as those of the man. Section 34 of the Act defines an unmarried couple as a man and a woman who are not married to each other but are living together as husband and wife other than in prescribed circumstances (these are described in paragraphs 2.15 and 2.16).

2.10 The principle underlying the treatment of couples who are living together as husband and wife is that they should not be treated either more or less *favourably than married couples*. Except in the circumstances described in paragraphs 2.15 and 2.16, therefore, couples who are living together as husband and wife are treated in the same way as married couples.

2.11 Neither a wife, nor a woman living with a man as his wife, is able to claim supplementary benefit for herself. However, if the man claims, his claim takes into account his partner's needs (and resources) as well as his own, irrespective of whether or not they are married.

2.12 Neither the Act nor Regulations define 'living together as husband and wife'. What has to be decided, in each case in which the question arises, is whether the relationship between the man and the woman is such that they must be regarded as living together as husband and wife in the ordinary sense of the terms. There is no single way by which the issue can be decided in every case. The main criteria which are taken into account are as follows:

a. *Members of the same household*

The man must be living in the same household as the woman and will usually have no other home where he normally lives. This implies that the couple live together, apart from absences necessary for the man's employment, visits to relatives etc.

b. Stability

Living together as husband and wife clearly implies more than an occasional or very brief association. When a couple first live together, it may be clear from the start that the relationship is similar to that of husband and wife, eg the woman has taken the man's name and has borne his child, but in cases where the nature of the relationship is less clear the woman may continue to receive benefit for a short time in order to avoid discouraging the formation of a stable relationship.

c. Financial support

In most husband and wife relationships one would expect to find financial support of one party by the other, or sharing of household expenses, but the absence of any such arrangement does not of itself prove that a couple are not living together.

d. Sexual relationship

Similarly a sexual relationship is a normal part of a marriage and therefore of living together as husband and wife. But its absence does not necessarily prove that a couple are not living as husband and wife, nor does its presence prove that they are. The Department's officers are instructed not to question claimants about the physical side of their relationship, though claimants may choose to talk about it.

e. Children

When a couple are caring for a child or children of their union, there is a strong presumption that they are living as husband and wife.

f. Public acknowledgement

Whether the couple have represented themselves to other people as husband and wife is relevant. But many couples living together do not wish to pretend that they are actually married. The fact that they retain their identity publicly as unmarried people does not mean that they cannot be regarded as living together as husband and wife.

DEALING WITH CLAIMS

2.13 Any claim to benefit where there is some doubt about whether people are living together as husband and wife is dealt with by an officer who has received special training. He explains the position fully to the claimant, who is given a leaflet reinforcing the explanation and encouraged to state fully what his or her position is. Any decision that the claimant is living as a wife (or husband) is taken by a senior officer in the light of the claimant's statement and the trained officer's report. The decision is fully explained to the claimant who is reminded of the right of appeal.

2.14 It is only where there is good reason to believe that the claimant may be deliberately concealing or misrepresenting the facts about the relationship that

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the Department's special investigators are employed. These investigators, like any other officer, have no right of entry into private premises, except by invitation of the occupier. The initial purpose of their enquiries is to establish whether the claimant is or is not entitled to benefit. Such enquiries may, however, also reveal that false statements have been made for the purpose of obtaining supplementary benefit and the question of prosecution will then have to be considered.

SPECIAL CIRCUMSTANCES

2.15 As explained in paragraph 2.9, there are certain circumstances in which it would be right to pay some supplementary benefit to a woman who is living with a man as his wife. For example, where her benefit is withdrawn and there are children in the household, and their father is not the man with whom she is living, a temporary allowance can be made if it seems reasonable to do so. This is intended to cushion the family against the abrupt reduction in their income. This gives the couple time to claim any family income supplement to which they may be entitled. It also gives time for the family to adapt to relying upon the man's income for their support. The amount of the temporary allowance is normally sufficient to meet the requirements of the woman's children (taking into account their share of child benefit and any maintenance payments made by their father) for a period of four weeks. However, if it is expected that the income of the family will soon be increased (eg by the award of family income supplement) payment of the allowance is extended until that happens. (But it is not payable for more than 10 weeks altogether.)

2.16 Where it is established that the man's wages, together with any other income available to the whole family, are not sufficient to meet their requirements by supplementary benefit standards, a continuing payment of benefit (without time limit) is made to the woman. The amount of benefit payable is the amount necessary to bring the total family income up to the level of their supplementary benefit requirements, taking into account HP commitments for essential items and any maintenance payments the man makes in respect of any dependants not living with him. The maximum amount will not be more than the amount to which the woman would be entitled if the couple were not living together as husband and wife.

Section 1, and paragraph 3 of Schedule 1 to the Act
Supplementary Benefit (Aggregation) Regulations
Supplementary Benefit (Requirements) Regulations
Supplementary Benefit (Urgent Cases) Regulations

Information

SINGLE PAYMENTS OF SUPPLEMENTARY BENEFIT

9.2.14.12

Extent: England, Wales and Scotland

November 1980

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SINGLE PAYMENT OF SUPPLEMENTARY BENEFITS (contd.)

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SINGLE PAYMENT OF SUPPLEMENTARY BENEFITS (contd.)

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INTRODUCTION

The Change from ENPs to Single Payments

1 Before 24th November 1980 Exceptional Needs Payments were discretionary. From that date they will be paid on a less flexible basis under regulations*, and will be known as Single Payments. Whereas in the past it was merely necessary to show that a need was exceptional and that it was reasonable to make a payment, it will now be necessary to point to a particular regulation which allows a Single Payment to be paid.

2 In the past, the widest use of discretion by the Supplementary Benefits Commission was in the field of exceptional needs payments. Half the appeals to Supplementary Benefit Appeal Tribunals in 1979 concerned exceptional needs payments. The main effect of the new regulations is to limit the old discretion and to define as closely as possible what shall be an exceptional need. A residual discretionary power remains (see paras 114-119) but it is closely defined and will only be used in assessing a claim for a Single Payment when the claimant does not fall in any of the circumstances defined in paras (22-113).

3 Bureaux will be aware that exceptional needs payments have not been freely given in the past. It was usually necessary to write a letter of support for a claimant emphasising their distress and need for a ENP. If such a request was refused and then appealed against it proved necessary to argue the facts of the case at a tribunal and point to the client's situation and existing policy.

4 This process of pointing to need and policy is now likely to give way to pointing to the law. An appeal tribunal will now be as bound by the law as the Supplementary Benefit Officer who made the decision appealed against. It is hoped that the new criteria for Single Payments laid down in regulations will lead to more Single Payments being granted on request if the claimant falls in one of the specified categories.

5 While certain categories of need are included in the regulations others are specifically excluded. Notably, payments for clothing and footwear will not be allowed under the regulations except in very limited circumstances. More than half of ENPs previously paid were on these grounds. Single Payments will only be granted for such needs where there is "serious damage or risk to health". Seemingly, some damage to health is now acceptable. See paras 114-119.

How the new system will affect bureau work

6 This circular is only a summary of the regulations. It should be sufficiently detailed to allow the bureau worker to advise a client or to negotiate over the telephone with the DHSS. When supporting a client's claim for a Single Payment or in questioning a refusal and asking for a review orally, it should only be necessary to scan the circular's index to see if the disputed Single Payment is in an approved or excluded category. If it is necessary to engage in lengthy correspondence with the DHSS it would be as well to refer to the regulations* as a dispute may arise over the actual wording of a regulation and its interpretation.

* The Supplementary Benefit (Single Payments) Regulations 1980 SI 1980 No 985 available from H.M.S.O. £2.00, referred to as the single payment regulations.

A Supplementary Benefit Officer, the officer empowered to make decisions on benefit, may have instructions on interpretation that can be challenged by a bureau worker. This circular is arranged in much the same order as the regulations to allow easy cross-reference.

7 It will normally be necessary to have a copy of the full regulation to hand when preparing papers for an appeal or when representing a client at an appeal. In the early months of the new scheme it is likely that the members of the tribunal will not be expert at interpreting the new law and may refer to the DHSS presenting officer for guidance, who may quote a regulation verbatim and the representative will need to be able to answer with appropriate references to the exact wording of the regulations. Fortunately for representatives, the single payments regulations are much simpler than others.

8 The term 'housing requirement' is used throughout this circular. It is similar in meaning to the old usage 'housing costs' and broadly means rent, mortgage interest and related outgoings on housing recognised by the DHSS as part of a claimant's requirements, i.e. needs assessed against resources. Requirements in the new regulations are subdivided into Normal Requirements, Housing Requirements and Additional Requirements. (Additional Requirements are the old Exceptional Circumstances Additions).

MEANING AND AMOUNT OF A SINGLE PAYMENT (Regulation 3)

9 A "Single Payment" is a single payment of supplementary benefit paid to meet an exceptional need in certain particular circumstances explained in paras 22 to 119. A Single Payment can only be made where there is a need for a particular item. There may therefore be a dispute as to whether a need does or does not exist.

10 Where payment would be made to buy an item, it will only be made where the assessment unit (claimant, partners, and dependants) does not possess such an item, has no suitable alternative, has not disposed of such an item, and has not failed to "avail itself" of such an item. Disputes may arise as to what efforts a claimant is expected to make to "avail" himself/herself of a relevant item, e.g. has s/he to visit all local charity shops before claiming a single payment for furniture? The answer is not to be found in regulations and bureaux may find different officers making different decisions on this basis alone.

11 The amount for an item may be specified in the regulations as a fixed sum, for example: so much for a woman's blouse; or it may be expressed more generally, for example: "an amount sufficient to meet the cost of a plain coffin". If the payment is to buy an item and a precise scale rate is not specified the payment must be sufficient to buy an item of reasonable quality. There may therefore be argument as to whether a payment for a second-hand item will be enough to buy an item of reasonable quality. In all cases a payment will not be made, or will not be made in full, if the resources limit is exceeded, see paragraph 14.

MEANING OF CLAIMANT (Regulation 4)

12 In the single payment regulations "claimant" means a person who claims a Single Payment and on the day which the claim is made is either,

- (a) entitled to (and receiving) a supplementary pension or allowance; or
- (b) would be entitled if he made a claim for it and was entitled under the general conditions of the 1976 Supplementary Benefits Act.

This prevents payment of a Single Payment to people in part-time work who are not entitled to an allowance and people on national insurance benefits of greater value than their supplementary benefit requirements. Both these groups were able to claim ENPs in the past when their circumstances were exceptionally difficult.

13 This change may affect the choice between someone continuing on rent and rate rebates instead of claiming supplementary benefit, or thinking of coming off supplementary benefits and going onto rent and rate rebates. Prior to this change someone may well have been better off in the long-term on rent and rebates while preserving the possibility of obtaining an ENP for unusual difficulties such as H.P. debts, clothing needs etc. Now the choice is straightforward: supplementary benefit and the possibility of a Single Payment, or rent and rebates and no S.P. It should be remembered that fewer claims for such Single Payments are likely to be successful under the new regulations, than were claims for discretionary ENPs.

EFFECT OF RESOURCES ON AMOUNTS PAYABLE (Regulation 5)

14 A Single Payment may be made if the claimant has capital of less than £300. If the claimant has more than £300, the Single Payment or aggregate payments will only be paid to the extent that the claimant will be left with £300. For example, Mr A has £320. Mr A is assessed as needing £50. He receives £30 as a Single Payment.

CIRCUMSTANCES AND ITEMS FOR WHICH SINGLE PAYMENTS WILL NOT BE MADE (Regulation 6)

Circumstances

- 15 No Single Payment will be made if a payment has already been made for the circumstances in question and the circumstances have not changed.
- 16 No Single Payment will be made when the claimant or his/her dependants are affected by a trade dispute. There may be a question, as now, as to who is, or is not so affected.
- 17 No Single Payment will be made to anyone in "residential accommodation". "Residential accommodation" here means,
 - (a) local authority accommodation provided by under Part III of the 1948 National Assistance Act, ("Part III" accommodation
 - (b) local authority residential accommodation provided under Section 59 of the Social Work (Scotland) Act 1968; but not premises used for rehabilitating alcoholics or drug addicts (they are treated on a board and lodging basis by the DHSS and can claim Single Payments);
 - (c) mother and baby homes provided by a local authority;
 - (d) accommodation registered under Section 1 of the Residential Homes Act 1980. These are usually voluntary society homes where "Part III" rates are normally applied.

There will be some people in some of these types of accommodation for whom local authorities have not taken responsibility. They are those assessed by the DHSS on a board and lodging basis. Such a person can claim a Single Payment. People in Group Homes for rehabilitating psychiatric patients will be treated as joint householders and are thus entitled to claim Single Payments.

- 18 No Single Payment will be made in respect of any need that occurs outside Great Britain except with regard to repatriation (see paras 87-99).

Items

- 19 Single Payments will not, in any circumstances, be paid for the following items, even if a case could be made for a discretionary payment (para 114):

- (a) an education or training need;
- (b) distinctive school uniform or sports clothes or equipment;
- (c) travelling expenses to and from school;
- (d) school meals and meals taken during school holidays by children who are entitled to free school meals;
- (e) mobility needs;
- (f) garaging, parking, purchase and running costs of any motor vehicle;
- (g) installation, rental and call charges for a telephone;
- (h) a television or radio, or licence, aerial or rental charges for a television or radio;
- (i) holidays;
- (j) court expenses, including travelling expenses, legal and court fees, costs, damages or payments for subsistence;
- (k) removal charges after rehousing due to a compulsory purchase, redevelopment or closing order, a compulsory exchange of tenancies or where such charges may be met by the Manpower Services Commission;
- (l) domestic assistance provided by a local authority;
- (m) any repair to local authority property.

- 20 Comment: Most of these exclusions were items for which the Supplementary Benefits Commission, under its old policy, never awarded an ENP. Domestic assistance provided by a local authority and installation and rental charges for a telephone when it was necessary as the only means of communication for an elderly or disabled person at risk, used to be paid as exceptional circumstances additions. These are not now regarded as "additional requirements" by the DHSS and previous beneficiaries will have to obtain help from their local authorities if they are not to lose these facilities. Bureau workers may well have to intervene in this process to convince local authorities that these persons have priority need. This will be particularly important, in the case of people threatened with losing their additions for telephones, since local authorities had previously provided telephones to persons less needy, leaving the SBC to cater for people in the most urgent situations.

21 It is not known how many other exceptional circumstances additions will cease to be in payment because of the changes in DHSS policy. Those circumstances which are not numerically common have not been publicised but such needs will not disappear even though the payments for them may. Bureau workers who discover clients losing exceptional circumstances additions made for purposes not included in the above list are advised to help them claim under the discretionary Single Payments regulation (see para 114). This may require them having to assist with appeals for such payments, as DHSS interpretation of that regulation is intended to be strict.

CIRCUMSTANCES AND ITEMS IN WHICH SINGLE PAYMENTS WILL BE MADE

MATERNITY NEEDS (Regulation 7)

22 The regulation on maternity needs allows them to be met in full. A Single Payment will be made where a member of an assessment unit (claimant, partner or dependant) is within 6 weeks of the expected date of confinement or has recently given birth to a child. The payment is for whatever items are necessary to meet the immediate needs of the child, although medical items are not allowed.

23 The regulation specifically includes the following list, as examples, but payment for other items could be claimed as well:

(a)sufficient clothing for a new-born baby.....	table 7
(b)a sufficient quantity of napkins.....	table 7
(c)a sufficient quantity of feeding bottles.....	new
(d)a cot.....	secondhand
(e)a cot mattress.....	new
(f)a pram or carry cot.....	secondhand
(g)a sufficient quantity of cot blankets and sheets.....	table 1
(h)a baby bath.....	secondhand

24 Key: The left-hand column above indicates how the amount of the payment for these items will be calculated. A reference to a table means that it will be paid for by an amount fixed in the appropriate table in 9.2.14.12 Single Payment Scale Rates. A reference to "secondhand" means that the cost of a secondhand item will be paid, if a secondhand item is available. The cost of a new item will be met if that is all that is available. There is no mention of how to decide whether a secondhand item is available or not. Feeding bottles, cot mattresses and any other items not in the list above will be paid for new.

25 Single Payments for maternity needs are reduced by the amount of any Maternity Grant. There is no such reduction if the grant has been spent on any item in respect of which a Single Payment could otherwise have been made.

November 1980

FUNERAL EXPENSES (Regulation 8)

- 26 Where any member of an assessment unit (claimant, partner or dependant) undertakes responsibility for the funeral or cremation of a deceased person, and the DHSS accepts that they are justified in accepting that responsibility, they will be regarded as "the responsible member" of the assessment unit. They will be regarded as a "responsible member" if the deceased was,
- (a) a close relative (parent, child, step-parent, step-child, brother or sister), or
 - (b) a member of the same household, or
 - (c) a member of the assessment unit.
- 27 If the DHSS accepts that a person is a "responsible member" then the claimant (who is not necessarily the responsible member) will be entitled to a Single Payment in order to meet any essential expenses of the funeral or cremation (specified in para 29).
- 28 Such a payment will only be made if
- (a) there is no close relative of the deceased for whom it would be more reasonable, in regard to the closeness of the relationship and their means available, to expect them to bear the responsibility and
 - (b) the deceased's normal home was in Great Britain and s/he died either
 - (i) in Great Britain; or
 - (ii) during a temporary absence from Great Britain, and the funeral or cremation takes place in Great Britain.

Essential Expenses

- 29 The essential expenses cover
- (a) the cost of any necessary documentation;
 - (b) the cost of a plain coffin;
 - (c) the cost of transport for the coffin and bearers and one additional car;
 - (d) the reasonable cost of flowers from the responsible member;
 - (e) undertaker's fees and gratuities, chaplain's organist's and cemetery or crematorium fees for a simple funeral or cremation;
 - (f) the cost of any additional expenses arising from a requirement of the religious faith of the deceased - not in excess of £75 ;
 - (g) where the death occurred away from the deceased's home
 - (i) if the death occurred in Great Britain, the cost of transporting the body to that home;
 - (ii) where the death occurred elsewhere, only the cost of transporting the body within Great Britain to the home.

Deductions from the amount payable

- 30 The following will be deducted from the Single Payment
- (a) any death grant, unless spent on an item for which a Single Payment would be made;

- (b) any lump sum due to the responsible or other member of the assessment unit. Those payments from insurance policies, occupational pension schemes or similar arrangements;
- (c) any liquid assets inherited by the responsible member or any other member of the assessment unit if
 - (i) the responsible member is the surviving partner of the deceased; and
 - (ii) the assets are more than £300 when added to the claimants capital;
- (d) the probate value of the deceased's estate less the value of the deceased's home if s/he wholly or partly owned it, if the responsible member is not the surviving partner of the deceased;
- (e) contributions from a charity to the extent that they are greater than the cost of items other than those in para 29. For example if a specific grant is made by a charity for £25 to pay for a second procession car, that car only costs £20, and there are no other 'extras', then £5 will be deducted from the Single Payment;
- (f) contributions from a relative other than any close relative who is assumed to make a proportionate contribution (see (g), below), calculated on the same basis as a contribution from a charity;
- (g) (i) when the deceased was not a member of the assessment unit, an amount will be deducted with regard to any surviving close relative assuming a contribution from that relative. The amount will be a proportionate share of the essential cost listed in paragraph 29, less the cost of flowers from the responsible member, remaining after deductions according to sub-paragraphs (a), (b) and (c) of this paragraph have been made;
(ii) if such a situation as this arises, a proportionate contribution will not be assumed from a close relative who is on supplementary benefit or from whom it would be unreasonable financially to expect a contribution (how this is decided is not specified) nor from someone who has had little recent contact with the deceased.

Example

31 The essential costs of Mr A's funeral (as calculated by para 29) is £600. Mr A leaves three sisters, Misses B, C and D. Miss B lived in the flat below Mr A for the last twenty years and assumes responsibility for the funeral. The Supplementary Benefit Officer accepts that she is the 'responsible member' because the other sisters had not visited Mr A for several years.

32 A death grant of £30 is payable. The cost of flowers on behalf of Miss B is £10. An insurance policy leaves Miss B £170. Since Miss B is a Supplementary pensioner in her own right she is both "responsible member" and claimant. She has £350 capital of her own. Mr A leaves Miss B £60, which, apart from his flat is the total of his estate. Thus Miss C and Miss D are left no money. They are not claimants and can make ends meet, thus their resources will not be taken into account for the following calculation.

Information

SUPPLEMENTARY BENEFIT RATES

9.2.14.30.

Extent: England, Wales, Scotland and N Ireland

Mid-April 1980

- 1 The amount of supplementary benefit a person is entitled to is the difference between his/her weekly requirements and his/her weekly resources.

REQUIREMENTS

- 2 A person's weekly requirements are made up of :
- (a) the appropriate scale rate, (see paras. 3-6)
 - (b) possibly an allowance for special expenses, (see paras. 7-13) and
 - (c) an amount for 'rent.' (see paras 14-18)

SCALE RATES

- 3 The weekly scale rates are laid down by Parliament and are intended to cover normal living expenses. It has been announced by the Secretary of State for Social Services that the scale rates will be increased from 24th November 1980. The rates from 12.11.79 and 24.11.80 are given below.

- 4 The long-term scale rates apply to people who are entitled to a supplementary pension (ie. a man over 65, a woman over 60 or a married couple where the man is over 65), or to those who have been receiving a supplementary allowance for a continuous period of two years and have not been required to register for employment during that period.

	Rates from 12.11.79		Rates from 24.11.80	
	<u>Ordinary</u>	<u>Long-term*</u>	<u>Ordinary</u>	<u>Long-term*</u>
<u>Ordinary Scale rates</u>				
Husband and wife	29.70	37.65	34.60	43.45
Single householder	18.30	23.70	21.30	27.15
Non-householder aged 18 or over	14.65	18.95	17.05	21.70
Non-householder aged 16-17	11.25	11.25	13.10	16.65
Dependent child aged 13-15	9.35	9.35	10.90	10.90
" " 11-12	7.70	7.70	10.90	10.90
" " 5-10	6.25	6.25	7.30	7.30
" " under 5	5.20	5.20	7.30	7.30

* A further 25p is added to the scale rate for those over 80

continued/...



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Non-householder aged 16-17	11.25	11.25	13.10	16.65
Dependent child aged 13-15	9.35	9.35	10.90	10.90
" " 11-12	7.70	7.70	10.90	10.90
" " 5-10	6.25	6.25	7.30	7.30
" " under 5	5.20	5.20	7.30	7.30

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continued/...



	Rates from 12.11.79		Rates from 24.11.80	
	Ordinary	Long-term*	Ordinary	Long-term*
<u>Blind scale</u>				
Husband and wife - if one of them is blind	30.95	38.90	There is to be a Blindness addition of £1.25 to the relevant basic SB rate. If the husband and wife are both blind each receive a blindness addition of £1.25.	
If both of them are blind	31.75	39.70		
Any single blind person aged 18 or over	19.55	24.95		
Any single blind person aged 16-17	12.15	12.15		
(There are no specific rates for blind persons aged less than 16. Thus the rates for dependent children are the same as above)				
<u>Boarders</u>				
Personal allowance :-				
Single person	5.95	6.85	7.10	7.85
Married couple	9.70	11.80	14.20	15.70
Dependent child :-				
18-20	5.95	5.95	7.10	7.10
16-17	3.65	3.65	4.25	4.25
13-15	3.10	3.10	3.60	3.60
11-12	2.60	2.60	3.60	3.60
5-10	2.05	2.05	2.40	2.40
under 5	1.60	1.60	2.40	2.40
Meals allowance :-				
Breakfast	65p		80p	
Lunch/supper	90p		1.10	

6 A boarder will usually receive the cost of his/her board and lodging plus a personal allowance and allowances for any dependent children. Where full board is not provided a meals allowance is made for each meal that has to be eaten out.

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continued/...

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Dependent child :-				
18-20	5.95	5.95	7.10	7.10
16-17	3.65	3.65	4.25	4.25
13-15	3.10	3.10	3.60	3.60
11-12	2.60	2.60	3.60	3.60
5-10	2.05	2.05	2.40	2.40
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continued/...

SPECIAL EXPENSES

- 7 An exceptional circumstances addition can be made to cover special expenses such as extra heating, a special diet, help with laundry or domestic help.

Heating additions

- 8 An exceptional circumstances addition (ECA) is paid to occupiers of accommodation that is centrally heated. The amount depends on how the fuel is paid for. Where there is a specific charge for central heating, then the difference between the weekly amount and £3.80 is met. If payment is made according to the quantity of fuel used the addition is based on the number of rooms in the accommodation, including the kitchen but excluding the bathroom.

	<u>Rates from 12.11.79</u>	<u>Rates from 24.11.80</u>
1-2 rooms	50p	1.40
3-4 rooms	95p	
5 or more rooms	£1.90p	2.80

Additions are payable at this rate whatever kind of fuel is used. If storage heaters are the main form of heating then an addition is payable. Where someone also qualifies for an exceptional circumstances addition on health grounds, only the higher addition is payable.

- 9 Even if the claimant's accommodation is not centrally heated it may be possible to claim an ECA. Since 12 November 1979 the 95p heating addition (see below) has been paid automatically to all SB householders with a child under 5, and to all supplementary pensioner householders who are over 75 or who have a dependent who is over 75. It is proposed to extend these provisions for winter 1980. Other claimants must qualify on grounds of ill-health, bad accommodation etc. For details see CPAG's National Welfare Benefits handbook. ECA's for heating are awarded at the following rates :-

	<u>Rates from 12.11.79</u>	<u>Rates from 24.11.80</u>
" 1 rate "	95p	1.40
" 1 rate "	1.90	3.40
" 1 rate "	2.85	

Special dietary additions

- 10 Certain people qualify for special dietary additions at one of the following rates. See CPAG's National Welfare Benefits Handbook for details.

	<u>Rates from 12.11.79</u>	<u>Rates from 24.11.80</u>
	1.05	1.20
	2.50	2.80
	7.10	8.00

continued/...

Laundry

- 11 An addition is paid for laundry expenses where the claimant or their dependent is disabled or has no washing and drying facilities in the home. Payment is made to meet costs over 10p.

Domestic help

- 12 Where paid domestic help is clearly necessary, usually because of disability an addition is paid to meet the cost. If such help is provided by a close relative the addition is only paid if the helper is dependant on the income for his/her livelihood. ** provided the help is not provided by the local authority*

Claimants in receipt of long-term scale rates

- 13 For those claimants in receipt of the long-term scale rate, a 50p deduction will be made from any exceptional circumstances addition, except for an addition towards heating costs.

RENT

Tenants

- 14 For a tenant, the rent allowance is the rent actually paid including rates but excluding any payments for services such as heating and lighting. Where the tenant is required to pay rent in less than 52 weeks, the rent allowance equals the average weekly rent.

Owner-occupiers

- 15 An owner-occupier is allowed an amount for 'rent' which consists of the amount paid in rates, mortgage interest repayments, any ground rent, and an allowance of ~~£5.50~~ ^{£2.50} p.a. for repairs and insurance. These amounts are divided by 52 to arrive at a weekly average.

Reductions

- 16 The amount of 'rent' allowed for both tenants and owner-occupiers may be reduced if :-
- (a) the claimant is subletting part of the accommodation;
 - (b) there is a non-dependant living in the household who can be expected to pay a reasonable share of the rent;
 - (c) the rent is considered unreasonably high;
 - (d) the claimant receives a rate rebate or rent rebate or allowance (during the first 8 weeks of claiming S.B.).

Non-householders

- 17 There is no statutory definition of 'non-householder.' The role-of-thumb definition adopted by the S.B.C. Handbook is 'the person who is responsible for rent and other household expenses or the owner of the house.' This rule is acted upon strictly and it remains for the claimant to prove they have householder status where they share a flat or a joint mortgage. See CPAG National Welfare Benefits Handbook on points of contention.

- 18 A non-householder receives a 'rent' allowance of £1.70 per week (£2.15 from 24.11.80).

RESOURCES

19 A claimant's resources are aggregated with those of his wife. In calculating a person's resources, National Insurance benefits, child benefit, child benefit increase, family income supplement, pensions and maintenance payments are counted in full. Mobility allowance, Attendance allowance, maternity grant and death grant are totally disregarded. Any other income is counted subject to the following disregards.

Earnings disregard

20 The disregard is made on any net weekly earnings from part-time employment i.e. gross earnings less N.I. contributions, income tax, and reasonable expenses such as fares, trade union subscriptions and the cost of having children cared for. The disregards are as follows :-

For a single parent	£6.00
For a claimant required to register for work	£2.00
For any other person e.g. wife of a claimant, or pensioner or handicapped person not required to register for work	£4.00

The earnings of dependent children or those 16 and over receiving full-time education are disregarded in full. It is also policy to ignore educational maintenance allowances, and minor awards for dependent children if the payment is no more than £7.50 per week.

Other income

21 The first £4 of all other income is disregarded. £1 of any occupational pension is disregarded, within the overall limit of £4.

Capital disregard

22 Any capital less than £1,250 is disregarded. For each £50 of capital over £1,200 a weekly income of 25p is assumed.

FURTHER INFORMATION

23 For more detailed information on supplementary benefits see the following, although the rates given in these publications may not be up-to-date :-

- (a) Supplementary Benefits Handbook - 9.2.14.0.
- (b) CPAG's National Welfare Benefit Handbook.

Information

SOCIAL SECURITY BENEFIT RATES

9.2.0.1.

Extent: England, Wales, Scotland and N Ireland

Mid-April 1980

1 This circular gives the rates of social security benefits before and after November 1980. Rates for all benefits are increased during the week commencing 24th November. However, different benefits will be uprated on different days during that week. Thus, anyone who receives a benefit earlier in the week than its uprating date, will not receive the increased rate until the following week.

Up-rating of benefits

2 It is proposed that from November 1980 the uprating of benefits should be with regard to increases in prices only, not with regard to increases in earnings. Furthermore, it is proposed that the uprating of the basic adult rates of sickness benefit, unemployment benefit, invalidity benefit, industrial injury benefit and maternity allowance be increased by up to 5% less than the general uprating of benefits which is by the estimated rise in prices. The intention behind the real reduction of these benefits is to prepare the way for taxing them in 1982.*

Earnings related supplements

3 The Government proposes to phase out Earnings Related Supplement at present payable on unemployment benefit, sickness benefit, maternity allowance and widow's allowance. This process, it is proposed, will begin in January 1981 and be complete by January 1982. However, new legislation is required to implement this proposal.*

CONTRIBUTORY BENEFITS

Rates from 12.11.79

Rates from 24.11.80
(but see para. 1)

4 Unemployment benefit

(for those under pensionable age.

See para 9 for those over pensionable age)

(non-taxable benefit)

Single person	18.50	20.65
Wife or other adult dependant	11.45	12.75
Increase for each child	1.70	1.25
Limit of permitted daily earnings	0.75	0.75

* Social Security (No. 2) Bill see 7.1.1.6. Bills before Parliament

continued/...



CONTRIBUTORY BENEFITS (contd) Rates from 12.11.79. Rates from 24.11.80
(but see para. 1)

5 Sickness benefit

(for those under pensionable age,
see para. 9 for those over pensionable
age)

(Non-taxable benefit)

Single person	18.50	20.65
Wife or other adult dependant	11.45	12.75
Increase for each child	1.70	1.25
Therapeutic earnings limit	13.00	13.00

6 Invalidity benefits

(Non-taxable benefit)

(a) Invalidity pension

Single person	23.30	26.00
Wife or other adult dependant	14.00	15.60
Increase for each child	7.10	7.50
Earning's limit for wife ^{or other adult} of ^{dependent} invalidity pensioner	45.00	45.00
Therapeutic earnings limit	13.00	13.00

(b) Invalidity allowance

Payable with invalidity pension when
incapacity began before the age of :-

40	4.90	5.45
50	3.10	3.45
for men 60	1.55	1.75
for women 55		

7 Maternity benefits

(Non-taxable benefit)

Maternity Grant	25.00	25.00
(single payment for each child)		
Maternity allowance	18.50	20.65
Increase for each child	1.70	1.25

8 Child's special allowance

(Non-taxable benefit)

Each child	7.10	7.50
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continued/...

<u>Disablement benefits (contd)</u>	<u>Rates from</u> <u>12.11.79</u>	<u>Rates from</u> <u>24.11.80</u> (but see para. 1)
Severe disablement occupational allowance	7.60	8.85
Clothing allowance :-		
Higher rate	51.00	59.00
Lower rate	32.00	37.00
28 <u>Death benefits</u> (taxable)		
Widow's pension (private's widow) and Widower's pension		
Standard rate	30.20	35.30
Childless widow under 40	6.99	8.15
Rent allowance	11.50	13.40
Age allowance for elderly widows :		
Ages 65 -69	2.95	3.45
Age 70 and over	5.90	6.90
Adult orphans	23.30	27.15

For a full range of war pensions for all ranks see 9.2.16.2.(B) Rates of war pensions and allowances (MPL 151)

OTHER BENEFIT RATES

- 29 For details of other benefit rates see :-
- (a) Supplementary Benefit rates 9.2.14.30
 - (b) Family Income Supplement rates 9.2.23.0.

housing), an allowance will be paid for an indefinite period. The family's income will be calculated according to the rules describes on pages 56 to 63, except that for this purpose only, the benefit officer will ignore income spent on maintenance for the man's former family, and money spent on HP commitments for essential furniture and household equipment (see page 74).

The allowance will normally be the difference between the family's income, calculated as above, and their supplementary benefit requirement level. However, the family can not receive more than the amount of benefit the woman would have been entitled to, had she been living alone.¹²

CHALLENGING THE DECISION THAT YOU ARE LIVING AS MAN AND WIFE

It used to be common for a woman to have her benefit withdrawn if she slept with a man on, say, three consecutive nights, even though the couple might feel none of the long term commitments generally associated with marriage. Such cases are now rarer. But the pendulum has swung and as a result couples with no sexual relationship who live together (e.g. as landlady/lodger, tenant/housekeeper, or as flat-sharers) are in danger of falling foul of the rule.

It will be difficult to persuade the local office to alter their decision unless you can show some factual mistake. But you do have a right of appeal to the tribunal. See page 128.

The tribunal is not bound by the criteria used by the benefit officer but they are likely to provide the basis upon which it will proceed. You should therefore check each one carefully and consider what evidence to put before the tribunal. Possibilities include evidence of the man having another address, a rent book, receipts for board and lodging or statements from friends and relatives.

Challenging a decision, where the benefit officer has tried to 'convert' a flat-sharing or landlady/lodger relationship into 'living together as husband and wife' because of the length of time for which it has continued, is particularly difficult. The tribunal may well indicate that it does not wish to go into the question of whether or not there is a sexual relationship. You should argue that sex is an important part of marriage and that it is not possible to consider 'living together as husband and wife' properly in isolation from it. For the tribunal to refuse to hear such evidence would probably be an error of law – if in doubt consult CPAG's legal department.

Two other points are worth making. First, the fact that the relationship may be 'stable' begs the question of what the relationship is. A stable landlady/lodger relationship does not mean that you are 'living together as husband and wife'.

Second, although the benefit officer may argue that 'household expenses are shared' it is valuable to look at exactly how they are shared. There is a world of difference between, on the one hand, payment of a fixed weekly contribution or the rigid sharing of bills 50/50, and, on the other hand a free common fund attitude to income and expenditure. The former does not imply 'living together as husband and wife'; the latter might.

Finally, here are some miscellaneous points to note:

- ☐ Immediately benefit is withdrawn, you should apply for any new benefits for which you might qualify e.g. FIS (page 133), rent rebate (page 143). You should also apply on the means test for benefits which you previously qualified for automatically, e.g. free school meals (page 159).
- ☐ If your circumstances change, re-apply immediately. These are grounds for reversing the present decision.
- ☐ Try to get representation at the appeal hearing and help with preparation of the appeal. Ask your local Citizens' Advice Bureau or local advice centre about this.
- ☐ If you have diverted a maintenance order to the DHSS (see page 107) notify the magistrates' court immediately that you wish all future payments to come to you.

1. S 1(1A)(2) SBA
2. Sched 1 para 3(1)(a) SBA
3. Reg 7 SB (DP) Regs
4. Reg 22 SB (UC) Regs
5. S Manual para 3156
6. S 34 and Sched 1 para 3(1)(a) SBA
7. SB Handbook para 2.12
8. Reg 6 SB (Agg) Regs
9. Reg 14(6) SB (Reqs) Regs as changed by para 9(c) of the Schedule SB (ARR) Regs, and Sch 2 para 9B (Reqs) Regs as changed by para 16 of the Schedule SB (ARR) A Regs
10. Reg 11(5A) SB (Res) Regs as changed by reg 9(7) SB (ARR) A Regs
11. Reg 6(2) SB (Agg) Regs
12. Reg 23 SB (UC) Regs

14. ONE PARENT FAMILIES

DIVORCED WOMEN

If your ex-husband is paying maintenance under a court order, it is a good idea to get the order made over to the local social security office so that you get the money regularly.¹ The local office are usually agreeable, provided the amount of maintenance is less than the benefit to which you are entitled. If the order was made in the Divorce Registry, a District Registry or a Divorce County Court you will have to register it in the Magistrates Court first, unless there is an attachment of earnings order on it, (or, exceptionally, there is another order in force requiring payment to be made into the Court).

If the man is not claiming benefit, and refuses to maintain his wife and/or children, the wife is entitled to an urgent needs allowance for herself and the children.⁴ This will be calculated in the way described on page 121. The benefit officer may try to pay the wife of a claimant an urgent needs allowance which will mean she will get less money. If this happens, she should protest and ask for the husband's benefit to be paid to her instead, in the way described above. She should appeal if this is refused.

Sometimes, a married couple 'separate' but remain under the same roof. They nevertheless live apart, neither cooking or cleaning for each other, nor eating together. In such a case, although they may still be in the same house, they may be maintaining separate households and the wife may be entitled to claim in her own right. Benefit officers are instructed that if it is accepted that the couple are genuinely estranged and maintaining separate households, a claim for SB should be accepted from the wife in her own right, treating her as a householder.⁵

IF YOU ARE NOT MARRIED

The law says that if an unmarried couple are 'living together as husband and wife' they should be treated in the same way as a married couple except in certain circumstances.⁶ This means, for example, that if the man is refusing to support his partner, she can get benefit in just the same way as a wife – see above.

The DHSS Supplementary Benefits Handbook lays down guidelines which benefit officers should follow when deciding where or not a couple are 'living together as husband and wife'.⁷ Any investigation is likely to be carried out by a specially trained officer, and benefit may not be withdrawn unless the case has been considered by a senior officer (called a Higher Executive Officer).

THE GUIDELINES

The benefit officer considers cohabitation cases under six headings, officially referred to as 'the criteria'.

- ☐ **Are the couple living in the same household?** In all cases the couple must be living and spending the major part of their free time, not only under the same roof but in the same household (see page 42). If one of them has a separate address where he/she usually lives, the cohabitation rule should not be applied.
- ☐ **Is the relationship stable?** Marriage is expected to be stable and lasting. It follows that an occasional or brief association should not be regarded as 'living together as husband and wife'. Where the nature of the relationship is not clear – e.g. you are having a trial period of living together – the woman may continue to receive benefit for a short time to avoid putting strain on the formation of a stable relationship.

- ☐ **What happens to the money?** If one partner is supported by the other or household expenses are shared, this may be treated as supporting evidence of a husband and wife relationship.

- ☐ **Is there a sexual relationship?** DHSS officers are instructed not to ask the claimant questions about the existence of a sexual relationship. So they will only have the information you volunteer. This means that if you do not have a sexual relationship you should tell the officer yourself – and perhaps offer to show him the separate sleeping arrangements.

This is important because, as the DHSS says in their handbook 'a sexual relationship is a normal part of a marriage and therefore of living together as husband and wife'. But just because you have a sexual relationship, that alone is not sufficient to prove you are 'living together as husband and wife'.

- ☐ **What about the children?** If the couple have a child, this is strong evidence of cohabitation.

- ☐ **How do the couple appear in public?** DHSS officers will check the electoral roll and claims for national insurance benefits to see if a couple hold themselves out to be husband and wife. If the woman has adopted the man's name then this will be considered strong evidence of cohabitation. On the other hand, the handbook says 'many couples living together do not wish to pretend that they are actually married. The fact that they retain their identity publicly as unmarried people does not mean they cannot be regarded as living together as husband and wife.'

If it is decided, after weighing, all the available evidence (according to the above criteria) that the couple is cohabiting then any claim by the woman will be refused. Provided the man is not in full-time work he will be allowed to claim benefit for himself, the woman and the children.

CIRCUMSTANCES WHEN AN UNMARRIED COUPLE WILL NOT BE TREATED AS HUSBAND AND WIFE

In certain circumstances, the law says the cohabitation rule for unmarried couples can be waived. This will happen in the following situations, if the man's income is low.

- ☐ If the loss of the woman's benefit would cause a severe drop in the family's income, a special 'adjustment allowance' will be paid for four weeks.⁸ This allowance will cover the requirements of any children, who are not those of the man.⁹ However, the benefit officer will first take into account any income received for those children including FIS, child benefit, and maintenance.¹⁰ It can be paid for longer, up to a maximum of ten weeks, if the family's income is likely to go up¹¹ (e.g. because they claim Family Income Supplement (see page 133) or rebates (see page 143)).
- ☐ If the withdrawal of the woman's benefit would reduce the family's income below the level of their supplementary benefit requirements (i.e. normal, additional and

CLAIMANTS CHARTER

1. The right to an adequate income without means test for all people.
2. A socialist society in which all necessities are provided free and which is managed and controlled directly by the people.
3. No secrets and the right to full information.
4. No distinction between so-called 'deserving' and 'undeserving'.

NATIONAL FEDERATION OF CLAIMANTS UNIONS



MEMBERSHIP CARD

CLAIMANTS UNION WEEKLY MEETING

TIME _____

DAY _____

PLACE _____

I WISH TO JOIN THE
CLAIMANTS UNION MOVEMENT.

I SUPPORT THE CLAIMANTS
CHARTER.

I AGREE NOT TO DISCLOSE
CONFIDENTIAL INFORMATION
OUTSIDE THE MEETINGS.

I ACCEPT THE MEMBERSHIP
SUBSCRIPTION OF _____

NAME _____

DATE _____

Calculation

- 33 The contribution assumed from Miss C and D are calculated in (a), (b) and (c) below. Thus, the Single Payment to Miss B is arrived at in (d),

- (a) total cost of the funeral is £600
(b) from this figure is then deducted
- | | |
|---------------------------------------|-------------|
| (i) the death grant of | £ 30 |
| (ii) the cost of flowers from Miss B | £ 10 |
| (iii) the insurance payment to Miss B | £170 |
| | <u>£210</u> |

The bequest of £60 to Miss B is not deducted here because she is not the widow of the deceased. (It is deducted from the total amount paid to Miss B when regard is had to the probate value of Mr A's estate).

- (c) the resulting figure of (600-210) £390 is divided by three (the responsible member and the two contributing relatives) such that the resulting figure will be the contribution assumed from each Miss C and Miss D. Thus Miss C (and Miss D) will be expected to contribute $\frac{£390}{3}$ or £130.
- (d) Miss B's notional costs are £80 i.e. £130 assumed share, plus £10 for flowers, less the £60 Mr A left Miss B because the probate value of the estate is here taken into account. The figure is further reduced because Miss B has savings of £350 i.e. £50 above the capital limit. Thus the amount she receives as a Single Payment is (80- 50)= £30.

HOUSEHOLD EXPENSES

Essential furniture and household equipment (Regulation 9)

- 34 Payments for furniture and equipment can be claimed in two different ways. Either they can be claimed when the claimant has recently become a tenant or owner (see paras 35 to 36) or they can be claimed where there is a general lack of such items even if the claimant has been a tenant or owner for some time (see paras 37 to 38). In both cases the tests are much stricter than under the old SEC policy and many single people or couples without dependants who could have claimed before will now be excluded.

- 35 Where a claimant has recently become the tenant or owner of an unfurnished or partly furnished home, a Single Payment will be made for the purchase of any item of essential furniture mentioned in (para 39) if
- (a) s/he does not already possess it; or
(b) s/he does possess it but it is defective or unsafe and the cost of repair would be greater (see para 42) than the cost of replacement; and
(c) at least one of the conditions in para 36 are satisfied.

- 36 At least one of the following conditions must be satisfied
- (a) the claimant is entitled to a Single Payment for removal expenses under regulation 13 (see para 52);

- (b) a member of the assessment unit is
 - (i) over pensionable age; or
 - (ii) aged 15 or less; or
 - (iii) pregnant; or
 - (iv) chronically sick; or
 - (v) Mentally or physically disabled;
- (c) the claimant has been in receipt of supplementary allowance for a continuous period of six months or more and has, in the opinion of a benefit officer, no immediate prospect of employment;
- (d) immediately preceding the move, the claimant was
 - (i) a prisoner; or
 - (ii) living in a resettlement unit (reception centre); or similar accommodation provided by a voluntary society; or
 - (iii) living in accommodation provided by a statutory authority or voluntary society providing special care and attention; or
 - (iv) had been a patient for a continuous period of more than one year;

and in the case of (iii) and (iv) there is no suitable alternative furnished accommodation in the area.

- 37 General lack of essential items. A Single Payment will be made for the purchase of any item of essential furniture and equipment in para 39, if:
- (a) the claimant does not possess the item: or
 - (b) s/he does possess it but it is defective or unsafe and the cost of repair (see para 52) would exceed the cost of replacement; and as well as (a) or (b)
 - (c) either,
 - (i) a member of the assessment unit is over pensionable age, aged 15 or less, pregnant or chronically sick or mentally or physically disabled; or
 - (ii) the item is a cooking or heating appliance; or
 - (iii) the claimant is a squatter occupying the home with the permission of the owner and the item is a bed.

38 Comment: Large numbers of the single unemployed and childless couples are excluded from payments when they suffer a general lack of essential items. Indeed, for these people, only cookers or heaters are regarded as essential items. A bed is only essential if such a person is a licensed squatter and then the essential need is only for a secondhand bed. A single unemployed person or childless couple would have to show that lack of a bed was a serious damage or risk to their health in order to obtain a bed or repair to a bed that collapsed. See para 115.

39 Items of furniture and household equipment that are 'essential'

		Delive
(a) sufficient beds and mattresses for all members of the assessment unit;	new but see para 40 (a)	✓
(b) sufficient dining chairs and easy chairs for all the members of the assessment unit, and a dining table;	secondhand	✓
(c) sufficient storage units for clothing, food and household goods (for example, crockery), for the needs of the assessment unit;	secondhand	✓
(d) a cooker;	re-conditioned	✓
(e) space-heating appliances but excluding items which are part of a central heating system, notably night storage heaters	re-conditioned see para 40(c)	✓
(f) fire guards	secondhand	
(g) a covered hot-water bottle for each elderly or infirm member of the assessment unit	new	
(h) curtains	new	
(i) (polyvinyl chloride or equivalent) floor coverings	new	✓
(j) a washing machine but <u>only</u> when an "additional requirement" is <u>not</u> appropriate (see 9.2.14.16 Additional Requirements) because (i) there is no laundry or laundrette reasonably available to the assessment unit; or (ii) such a facility is available but cannot be used for the assessment unit's laundry because the claimant or partner is mentally or physically disabled <u>or</u> because public transport is not available to reach it	re-conditioned	✓
(k) a vacuum cleaner, but only where a member of the assessment unit is allergic to house dust;	re-conditioned	✓
(l) a refrigerator, but only where a member of the assessment unit requires, for medical reasons, a special diet for which it is necessary to keep foodstuffs at refrigerator temperatures;	re-conditioned	✓
(m) minor items such as cleaning implements, cooking utensils, crockery and cutlery, but <u>only</u> in the situations specified in paras 35 and 36;	new	
(n) a garden fork, or spade or shears, but only where the home includes a garden <u>and</u> digging, or cutting of lawns and hedges is necessary	secondhand	

Amount

- 40 The second column in para 39 indicates how the amount of the payment for these items will be calculated. Thus,
- (a) in the case of a bed of mattress the cost of a new item will be met, except
 - (i) when a secondhand item has already been acquired or negotiated, the cost of that secondhand item;
 - (ii) where the person is a licensed squatter (see para 37 (c) (iii) the amount is the cost of a secondhand item or new sleeping bag, if preferred;
 - (b) in the case of other furniture or gardening tools, the cost of a secondhand item, if available, will be met;
 - (c) in the case of a cooker or any electrical or gas appliance the cost of a reconditioned item, if available, will be met. Oil and paraffin heaters will be paid for new;
 - (d) in the case of any other item (including, presumably, curtains and floor coverings) the cost of a new item of reasonable quality. If a direct payment to a third party is authorised the bureau worker should try to ensure that the item supplied is of reasonable quality, perhaps by a visit if the client cannot bring it to the bureau.
- 41 A tick in the right hand column of para 39 indicates that the cost of delivering the item will also be met.

Repairs to furniture and household equipment and installation costs (Regulation 10)

- 42 A Single Payment will be made for the reasonable costs of essential repairs to any item provided the conditions for a general lack of essential items are satisfied (see paragraph 37). Repairs will not be paid for in the case of defective or unsafe items which would be cheaper to replace or in cases when repair would be uneconomic with regard to the future life of the item. In such cases replacement items should be claimed.
- 43 A Single Payment will be made for the reasonable costs of installation of essential items where a person qualifies or would qualify for a furniture grant. A payment will also be made for the re-installation or removal of certain items where a person would qualify for a removal grant. These items are cookers, heaters, floor coverings, washing-machines and refrigerators. This regulation also excludes most single claimants and couples who are unemployed and without children.

Furniture and household goods on hire purchase (Regulation 11)

- 44 In certain cases the outstanding debt on hire purchase goods can be met by a Single Payment. This can only be done where a claimant or partner entered into an H.P. agreement for essential items of furniture or household goods listed in paragraph 39. Furthermore the Benefit Officer must be of the opinion that the claimant is likely to remain entitled to a supplementary pension or allowance for the rest of the agreement period. This is a more generous test than the old SBC policy. Previously, an important consideration was whether the claimant was likely to be permanently out of the employment field.

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45 There are two ways in which a Single Payment for H.P. can be made. The rules are different depending upon whether at the time the agreement was made

- (a) the claimant was not entitled to a pension or allowance and would not have been entitled if s/he had claimed (see paragraph 46);
or
- (b) the claimant was entitled to a pension or allowance, or would have been entitled if s/he had claimed (see paragraph 48). This provision refers to those who have not known of their entitlement to supplementary benefit. Not those receiving rent and rate rebates who are not eligible for Single Payments.

46 If at the time the agreement was made the claimant was not entitled to benefit (para 45 (a)) a Payment can be made in two ways

- (a) if the outstanding debt is not more than would have been paid in buying the items by a Single Payment, then the payment will be equal to the outstanding debt;
- (b) if the outstanding debt is more than the purchasing payment that would otherwise have been made, the payment will only be equal to that amount. This will only occur if the instalments of the debt that remain outstanding can be met from the disregarded income of the assessment unit.

47 If such instalments cannot be paid off as in para 46 (b) above, the debt will not be met and having lost the items through repossession the claimant will have to apply on the basis of lacking essential items. If s/he fails to qualify for payment on these grounds, s/he will have to apply under the 'discretionary payment' grounds (see para 114). They are thus in the position of claimants excluded from "household" Single Payments and "H.P." Single Payments altogether, i.e. Single claimants and couples without dependants.

48 If at the time the agreement was made the claimant was entitled to benefit (para 45 (b)), a Payment will be made if the outstanding debt is less than the Single Payment that would be paid under Regulation 9 (paras 35-41) for replacement or obtaining household goods.

49 No help will be given where the debt is greater than what would be paid under Regulation 9. Most claimants in this position will have no alternative but to allow their goods to be repossessed. They will then have to make claim for essential furniture or household equipment, (see paragraph 34). If they are excluded from making such a claim they will have to try to claim a discretionary payment (paragraph 114).

50 The possibility of entitlement to an additional requirement exists if there is a likelihood of the claimant coming off benefit before the his purchase agreement ceases. See para 9.2.14.16 Additional Requirements for Supplementary Benefit.

Bedclothes (Regulation 12)

51 A Single Payment will be made for any item of bedclothes and any number of such items specified in Table 1* where a benefit officer is of the opinion that the assessments unit's stocks are inadequate for its needs. The officer should pay particular attention to the health or disability of any of the members of the unit. For example, extra blankets for the infirm or extra sheets for the incontinent. The amount of the Payment is given in the Table.

HOUSING EXPENSES

Removal Expenses (Regulation 13)

52 The cost of the removal of an assessment unit's household goods and personal effects within Great Britain will normally be met by a Single Payment where

- (a) the existing home of the assessment unit is structurally deficient or insanitary; or
- (b) where the existing home is unsuitable in size or structure or because it is too far removed from close relatives. In deciding this, the benefit officer should consider
 - (i) the age of the members of the assessment unit;
 - (ii) their state of health or any disability;
 - (iii) the size of the assessment unit;
 - (iv) whether any other person lives in the house;
- or
- (c) the change of home is in consequence of the death of, or divorce from the claimant's partner or any other breakdown of the marriage or the relationship;
- or
- (d) the claimant's prospects of employment will be significantly improved by the change of home;
- or
- (e) the amount of the claimant's housing requirements are not fully met because they are deemed excessive (but see 53 (b)).

Exclusions

- 53 Removal costs will not be met when
- (a) a claimant is owed the duty of being rehoused by a local authority under the Homeless Persons Act 1977 because s/he is a homeless person or a person threatened with homelessness; or
 - (b) the DHSS has not fully met the claimant's housing requirements because they are considered excessive and the reduction is expected to be met from disregarded income (this qualifies the situation in para 52 (e)).

Estimates

54 In making a claim for a Single Payment the claimant must obtain 2 competitive estimates of the cost of removal, unless it is decided by the Secretary of State that the age, state of health or urgency of need of the claimant are such as to require only one estimate. The amount paid will be the cheaper of the estimates. (The "Secretary of State", is likely to be in effect, a local DHSS officer, but his/her decision is one against which there is no appeal, unlike the decision of a Supplementary Benefit Officer).

* Table 1 of 9.2.14.12. Single Payment Scale Rates

Deduction

55 If there is a non-dependant in the household they will be expected to pay a proportionate share unless s/he is a claimant of Supplementary Benefit or someone who otherwise cannot afford it. No mention is made of how this proportion will be calculated or on what basis it is decided a non-dependant can or cannot contribute.

Deposits (Regulation 14)

56 If when taking up a tenancy a returnable deposit is required by the terms of the tenancy, either in the form of advancement or otherwise, such as an amount held against leaving without notice or for dilapidations and the tenant loses the tenancy without such a deposit, then a Single Payment will be made. The amount payable is either the actual cost or 8 times the amount of the claimant's housing requirement, whichever is the lower. The regulations do not require that this amount should be repaid to the DHSS on leaving the accommodation. The cost of a premium will not be met.

Legal Fees (Regulation 15)

57 Reasonable fees will be met if the claimant is liable for them in renewing or extending the lease of leasehold accommodation and does not intend to end the lease within 1 year of the Single Payment being made.

Housing Requirements of Discharged Prisoners (Regulation 16)

58 A Single Payment will normally be made where,
(a) the prisoner is discharged within one year of being detained;
and
(b) during that period a debt has accrued of
either
(i) housing requirements for accommodation of which s/he is the owner or the tenant;
or
(ii) charges for storage of essential furniture of which s/he is the owner;
and
(c) the claimant would lose the accommodation or furniture if the Single Payment were not made;
and either
(d) s/he is chronically sick, physically or mentally disabled or over pensionable age, or
(e) the accommodation has been, or is, or will be occupied by any other member of the assessment unit.

Exclusions

59 A Single Payment will not be made for a debt which has arisen during the period when housing requirements for the accommodation were included in another person's requirements, or would have been included if they had claimed supplementary pension or allowance.

Amount

60 The amount payable will be the amount equal to the debt, or equal to the sum of the housing requirements that would have been applicable to the claimant if s/he had not been in prison, whichever is the lower. However, the payment will only be made to the extent that the amount exceeds any of the claimant's available capital.

Essential Repairs and Maintenance to the Home (Regulation 17)

- 61 A Single Payment will normally be paid to anyone who is a home owner, rental purchaser or is by lease or agreement responsible for repairs and maintenance and
- (a) the repairs are essential to maintain the home in habitable condition; and
 - (b) the total cost of the repairs and redecoration as a consequence of those repairs do not exceed £225 ; and
 - (c) the cost of repair is greater than would be reasonable in the circumstances to expect the claimant to pay from the weekly pension or allowance; and
 - (d) the claimant is unable to finance the repairs in any other way.

Exclusions and Amount

- 62 The payment is not intended to cover home improvements, draught proofing redecoration or irregular housing costs (see paragraph 65, 66-67 and 69). The amount payable is that necessary to meet the variable cost of the repairs and redecoration. If the repairs and consequential redecoration cost more than £225 no amount is payable under this regulation.

Survey Fees

- 63 When a survey is necessary in order for a claimant to arrange a loan or a mortgage, a Single Payment will be made to meet the survey fees if either,
- (a) the loan or mortgage is to preserve the home in habitable condition, or
 - (b) it is to make improvements to the home and the interest on such a loan or mortgage will be met as part of the claimant's housing requirements.

Garden maintenance

- 64 If, because of the inability of any member of the household to maintain it a garden has become a nuisance to the extent that there has been a summons from a local authority or a notice to quit and a voluntary organisation is willing to do the maintenance work, a Single Payment will be made to cover the necessary costs of the organisation carrying out this work.

Draught proofing (Regulation 18)

- 65 Where a home is draughty and simple measures such as draught-stripping of windows could reduce the problem, a Single Payment will be made to cover the cost of necessary materials. This provision used only to apply to the aged. It now covers all claimants. Payments will not be made for more major improvements such as double-glazing or loft or cavity wall insulation.

Redecoration (Regulation 19)

- 66 Essential internal redecoration to a claimant's home will be paid for by a Single Payment if
- (a) the claimant has lived in the home for at least one year; and
 - (b) the claimant is responsible either as owner of the freehold or under the terms of tenancy for periodic internal redecoration; and
 - (c) the need for redecoration is not connected with any major repair, renovation or alteration to the property.

67 Only the cost of materials will be paid. However if the area to be re-decorated, is used by a member of the household who is not a member of the assessment unit, s/he will be expected to pay a proportionate share of the cost unless s/he is on supplementary benefit or is in financial circumstances in which it would be unreasonable to expect a contribution.

Fuel meters and reconnection charges (Regulation 20)

68 Single Payments for fuel meters and reconnection charges can only be made in three strictly limited cases

- (a) if the installation of a pre-payment gas or electricity meter is necessary to help a claimant in budgeting, a Single Payment will be made for such installation;
- (b) if the claimant is chronically sick or mentally or physically disabled and re-siting of a meter would make it accessible, a Single Payment will be made for such re-siting;
- (c) if the gas or electricity has been disconnected because of arrears which were later paid off by a Single Payment or met by a "fuel direct" arrangement, a Single Payment will be made to pay the reconnection charge.

Housing Costs which arise irregularly (Regulation 21)

69 Where there are irregular charges that are not allowed as a weekly amount as housing requirements because they are irregular, a Single Payment will be made for each charge. Such charges include the costs under a lease for redecoration of common or external areas or the costs of emptying a cess-pit or a septic tank. In such circumstances, the claimant's available capital will be ignored.

MISCELLANEOUS EXPENSES

Travelling Expenses (Regulation 22)

70 A Single Payment will be made for travelling expenses within Great Britain in the circumstances specified in paras 71 to 80.

Visits to a patient in Hospital

71 A Single Payment will be made where a member of the assessment unit is visiting a patient who is a close relative or, prior to being in hospital, a member of the same household as the visitor and no additional requirement is payable for regular visiting.

Visit because of a domestic crisis

72 A Single Payment will be made where a domestic crisis causes a journey to be made by,

- (a) a dependant, to go into or return to the care of a relative; or
- (b) a member of the assessment unit, to visit a child of whom s/he is the parent and who is in the care of a relative; or
- (c) a claimant, in order to care for a child who is related to him/her where, because of that crisis, the child's parent or parents are unable to care for the child.

Child with another parent

73 A Single Payment will be made where a journey is undertaken by a parent in order to visit his/her child who is with the other parent but only when a decision by a court as to the custody of the child is pending.

Accompanying Person

- 74 A Single Payment will be made where, in circumstances specified in paras 71, 72 and 73, the person undertaking the journey is incapable of doing so alone and needs to be accompanied.

Attendance at a funeral or cremation

- 75 A Single Payment will be made where the journey is undertaken in order to attend or arrange a funeral or cremation, the costs of which are to be met by Single Payment, and where the traveller is the 'responsible member' (see para 26) or a close relative of the deceased.

Looking for a job elsewhere

- 76 A Single Payment will be made where the claimant wishes to seek employment in another area of Great Britain and
- (a) a benefit officer thinks s/he has reasonable prospects of finding a job; and
 - (b) if the search was successful s/he would have to change accommodation; and
 - (c) s/he is not eligible for travelling expenses from Manpower Services Commission.

Job-Interview

- 77 A Single Payment will be made where the claimant has a job-interview more than 10 miles from his/her home and is not eligible for expenses in advance from the prospective employer or the Manpower Services Commission.

New Employment

- 78 A Single Payment will be made where the claimant is starting new employment and incurs travelling expenses in the journey to the new job.

Single Homeless

- 79 A Single Payment will be made where a single claimant without accommodation has been offered suitable accommodation within reasonable travelling distance that s/he intends to accept, and incurs travelling expenses in the journey to that accommodation.

Removals

- 80 Where a Single Payment is made to meet removal costs (see para 52) any member of the assessment unit who incurs travelling expenses in the journey to the new home, shall receive a Single Payment to meet their expenses.

Amount Payable

- 81 The amount of any Single Payment for travelling expenses will be
- (a) the cost of second class public transport by any method except air travel; or
 - (b) the cost of petrol by private transport except where public transport is available when the petrol costs met will not be greater than the cost of public transport.

No payment will be made for journeys by taxi unless the user is physically disabled and cannot use other means.

82 In addition to the amount paid under para 81 the cost of overnight lodging will be paid where
(a) a return journey in one day is impracticable, e.g. because of distance; or
(b) it is reasonable to return later than the second day e.g. to visit a child in hospital or to look for a job for several days.

Under (a) only one night's lodging will be paid; under (b) only a reasonable number of night's lodgings will be paid. In either case the cost of breakfast will only be paid if it is inclusive and inseparable.

Expenses on Starting Work (Regulation 23)

83 A Single Payment will be made for any of the following items if, without such an item, the claimant would be unable to take up a job that has been offered, and the item or its cost is not made available in advance by the prospective employer:

- (a) basic tools;
- (b) working clothes; specified in Table 3 of 9.2.14.12 Single Payment Scale Rates;
- (c) driving license fees (but not fees for driving lessons);
- (d) fees for a medical examination required by the prospective employer;
- (e) any other item or items, up to a total of £30.

Amount

84 In the case of working clothes the amount payable is that referred to in Table 3. In any other case, the cost of the item or the fees required.

Debt Accrued During Absence Abroad (Regulation 24)

85 A Single Payment will be made, if,
(a) the claimant has been absent from Great Britain for less than 26 weeks; and
(b) immediately prior to his/her absence and immediately after his/her return s/he is entitled to a pension or allowance; and
(c) during that absence a debt for a continuing commitment in Great Britain has accrued; and
(d) if s/he had remained in Great Britain during that period provision would have been made for that commitment in the calculation of the entitlement of his/her pension or allowance.

Amount

86 The debt or debts will be paid in full but only up to the amount of the supplementary pension or allowance that would have been paid if s/he had not been absent from Great Britain.

Voluntary Repatriation Expenses (Regulation 25)

87 If a claimant born in a country other than the UK, the Republic of Ireland, the Isle of Man or the Channel Isles wishes to return either
(a) to the country of his/her birth; or
(b) to any other country (other than those specified above) where s/he was resident prior to his/her acceptance for settlement in Great Britain by the immigration authorities and;

in either case, s/he has maintained close connections with that country while in Great Britain and intends to take up permanent residence there, a Single Payment will be made to enable him/her to do so if all the conditions in paragraph 88 and 90 are satisfied.

Conditions

- 88 A claimant will qualify for a Single Payment only if his/her available capital is less than the total of
- (a) fifty pounds; plus
 - (b) the cost of a single fare to the new country for himself and any member of the assessment unit.
- "Available capital" in this case means all capital including the capital that would normally be disregarded. In particular, this condition requires that the value of the claimant's home, if he owns one, will be taken into account. However, having more than the £300 capital limit (see para 14) will not prevent a Single Payment being made.
- 89 Two examples of the capital rule may make it clearer.
- Example 1: The claimant has available capital of £300. The fare is £400. $(400+50) - 300 = £150$. The claimant meets the condition.
- Example 2: The claimant has available capital of £11,000. The fare is £600. $(600+50) - 1000 = \text{minus } £350$. The claimant does not meet the condition and will not be helped.
- 90 The claimant must also meet all the following conditions:
- (a) s/he has not been able to settle in Great Britain and there is no prospect of him doing so; and
 - (b) s/he is either
 - (i) within 5 years of pensionable age; or
 - (ii) not required or would not be required to register for employment, and the reason for this is not temporary; or
 - (iii) would be required to register, but in the opinion of the benefit officer has no prospects of employment because of physical or mental disability; and
 - (c) the cost of the fare is not available to him/her from any other source, such as a close friend or sponsor, or from selling property; and
 - (d) if the claimant has a partner, it is a condition that the partner accompanies the claimant. If the claimant or partner have children, it is a condition that the children accompany the claimant, unless the benefit officer is satisfied that adequate arrangements for their care and maintenance have been made. If a child is in the care of a local authority, the benefit officer must be satisfied that the claimant has obtained the necessary approval for removing the child from the jurisdiction; and
 - (e) if the claimant has custody of a dependant whose other parent is not a member of the assessment unit, the benefit officer has to be satisfied that the claimant has obtained the necessary approval for removing the child from the jurisdiction of the relevant court; and
 - (f) the benefit officer must be satisfied that there is suitable accommodation and means of support in the new country for the claimant and those who travel with him/her; and
 - (g) the benefit officer must be satisfied that the claimant is able to travel and that, where appropriate, suitable medical treatment is available in the new country; and
 - (h) the Secretary of State must be satisfied that the amount that would be paid to the claimant if s/he stayed in this country for the next two years would be greater than A Single Payment to enable his/her return.

Amount Payable

- 91 The amount of Single Payment shall be the total of,
- (a) the cost of a single fare by the cheapest available means for the claimant and any partner or child accompanying him/her for permanent resettlement; and
 - (b) the cost of travel to the point of departure in Great Britain (calculated in accordance with paragraph 81) and where necessary, the cost of travel from the point of arrival in the new country to the place of residence there; and
 - (c) the amount of incidental expenses for the journey for the claimant and each person accompanying him/her; and
 - (d) the cost of any necessary documentation; and
 - (e) where, in the opinion of the benefit officer, a claimant has to be accompanied, amounts in respect of (a), (b) and (d) above (not (c)) for a person travelling with the claimant, plus, unless that person does not intend to return, the cost of the return journey and amounts sufficient for a night or nights lodging, calculated as in para 82.

Exclusions from Payment

- 92 No payment will be made where the claimant is a patient. Neither will a payment be made for any dependant in the care of a local authority who is not a member of the assessment unit. No payment will be made for the cost of removal of any property that cannot be included in the standard baggage allowance of relevant means of travel.

Returning or going to Northern Ireland, the Republic of Ireland, the Isle of Man or Channel Isles (Regulation 25)

- 93 A Single Payment will be made where a claimant wants to take up residence in Northern Ireland, the Republic of Ireland, the Isle of Man or the Channel Isles. The conditions are that
- (a) s/he was born there or has close connections with the place; and
 - (b) the conditions of sub-paragraphs 90 (c), 90 (d), 90 (f), are satisfied (i.e. fare otherwise unobtainable; accompaniment by dependants; suitable accommodation and means of support available); and
 - (c) one of the conditions specified in paragraph 52 (removal expenses) is satisfied or the claimant wishes to join an estranged wife or husband in the 'new country' and a child of them both lives either of them; and
 - (d) in the opinion of the benefit officer the claimant has no immediate prospects of employment in Great Britain.

Amount Payable

- 94 The amount payable depends upon the amount of the cheapest available single fare for the claimant and any partner or dependants and his/her available capital. "Available capital" in this case means all capital, including the capital that would normally be disregarded. In particular, this condition requires that the value of the claimant's home, if he owns one, will be taken into account. However, having more than the £300 capital limit (see paragraph 14) will not prevent a Single Payment being made.

95 If, the claimant's available capital is more than the total of
(a) fifty pounds; plus
(b) the cheapest fare or fares;
the amount payable will be the difference between the two amounts.

96 An example may make this clearer:

The fare is £300. The available capital is £100.
 $(50+300) - 100 = £250$.
The single payment will be £250.

97 If the claimant's available capital is less than the total of fifty
pounds plus the cheapest fare or fares, no payment will be made.

For example:

The fare is £200. The available capital is £350.
 $(50+200) - 350 = \text{minus } £100$
Thus no payment will be made.

98 A claimant considering using this regulation should be advised that the
effect of the capital rule is that s/he will arrive in the "new country"
with £50 or less.

99 The same exclusions from payment as in paragraph 92 apply.

ITEMS TO WHICH THE CATEGORIES OF NORMAL, ADDITIONAL AND HOUSING REQUIREMENTS
RELATE

100 The regulations in this section cover the items for which, in the past,
most ENP's were made, for example footwear, clothing and fuel debts. It
seems likely that under the new scheme claims for most of these items will be
successful only in very rare cases.

101 The Requirements Regulations state that "the category of normal require-
ments shall relate to all items of normal expenditure on day-to-day
living including in particular food, household fuel, the purchase,
cleaning, repair and replacement of clothing and footwear, normal travel costs,
weekly laundry costs, miscellaneous household expenses such as toilet articles,
cleaning materials, window cleaning and the replacement of small household goods
(for example, crockery, cutlery, cooking utensils, light bulbs) and leisure and
amenity items such as television licence and rental, newspapers, confectionery
and tobacco." It seems that in future Single Payments for such items will be rare.

Costs where Supplementary Benefit is not Paid or not Claimed (Regulation 26)

102 A Single Payment will be made

- (a) where a claimant has not received an amount of pension or allowance to which s/he was entitled for a past period;
- (b) where a claimant, with regard to a past period, would have been entitled if s/he had made a claim for it and satisfied the conditions for claims and payments;
- (c) where a claimant has spent money set aside for items meant to be covered by normal, additional and housing requirements, on an item or items that would have been paid for by a Single Payment, if claimed, and thus cannot meet normal expenses. For example, a claimant buys a pram because she has a baby. She thus falls behind with her fuel payments. She is entitled to a Single Payment of the value of the cost of the pram.

Amount

- 103 The amount payable will be the cost or costs of the items(s) s/he is unable to pay for, subject to a maximum:
- (a) in any cases of non-receipt of supplementary pension or allowance the maximum is the amount of pension or allowance due but not received. In these cases there is another effective maximum in that no benefit will be backpaid if the period when it was due falls more than a year before it is claimed.
 - (b) in the case of expenditure where a Single Payment was payable, the maximum will be the amount of the Single Payment that would have been paid.

Arrears of Benefit Due

- 104 Where a Single Payment is made to someone in the circumstances mentioned in paragraph 102 (a) or (b) and it is later decided to pay arrears of supplementary pension or allowance, the amount of the Single Payment will be deducted from the arrears.
- 105 An important use of this regulation may lie in cases where supplementary benefit has been reduced because of presumed voluntary unemployment or industrial misconduct and later investigations prove that the reduction was unjustified, necessitating back-payment by the DHSS.

Clothing and Footwear (Regulation 27)

- 106 A payment will be made for any item of clothing or footwear specified in Tables 2,3,4,5,6 and 7 (9.2.14.12 Single Payment Scale Rates) if certain criteria are met.
- 107 A Single Payment for any item of clothing or footwear specified in the above Tables will be made for any member of the assessment unit only where the need has arisen for reasons other than by normal wear and tear, for example:
- (a) pregnancy, the birth of a child or rapid gain or loss of weight;
 - (b) heavy wear and tear on clothing or footwear resulting from any mental or physical illness, handicap or disability except where an additional requirement is applicable;
 - (c) the accidental loss of, damage to, or destruction of an essential item of clothing or footwear;
 - (d) physical or mental illness or disability which requires the purchase of a particular or additional item of clothing or footwear.

A payment will not be made when the need has arisen in the normal course of events, such as when clothing or footwear is outgrown.

Hospital Patients

- 108 A Single Payment will be made for items needed because a member of the assessment unit is admitted to a hospital or similar institution as a patient and requires such clothing or footwear for the purposes of his/her stay.

Amount Payable

109 The amount payable for an item of clothing or footwear will not be greater than that specified in the relevant Table for the item unless the person concerned is outsized or disabled so that the amount specified is not appropriate. When a child is 14 or over, or aged less than 14 but is large for his/her age, the schedules for men and women's clothing shall apply. In the case of any other child the boys', girls', or baby clothing Tables will apply.

Fuel Costs (Regulation 28)

- 110 A Single Payment will be made to meet a claimant's fuel costs where they are greater than the amount he has set aside to pay for them only where
- (a) a period of exceptionally severe weather has resulted in greater than usual consumption. Regard will be had to any information on previous levels of consumption; or
 - (b) s/he is unfamiliar with the cost of running the heating system in her home because s/he has recently moved to that home or the system has recently been installed.

Amount Payable

111 In a situation specified in paragraph 110 (a) above, the amount payable is the cost of the amount of the excess over normal consumption. In the situation specified in paragraph 110 (b) above, the amount payable shall be half of the total amount of the claimant's fuel costs incurred in the first six months of using the new heating system.

Prisoners on Leave (Regulation 29)

- 112 A Single Payment will be made where a prisoner is,
- (a) granted a short period of leave to be spent in a claimant's home shortly before the prisoner is released; and
 - (b) if s/he were not a prisoner, would be a member of the same household as the claimant.

Amount Payable

113 Where the prisoner is a partner of the claimant the amount payable is one seventh of the difference between the ordinary rate for couples and the non-householder rate, for each complete day spent in the claimant's home. In any other case, the amount payable will be one seventh of the "appropriate" ordinary rate (depending on their age, whether they have dependants and whether they are a dependant themselves).

DISCRETIONARY PAYMENTS

114 The category of "discretionary payments" is intended to provide only residual grounds for such payments and thus the criteria for such payments are very restrictively defined in the regulation.

When a Discretionary Payment may be payable (Regulation 30)

- 115 Where a claimant is entitled to a pension or allowance and s/he
- (a) claims a Single Payment for exceptional need under any of the above regulations but fails to satisfy the conditions for payment; or
 - (b) claims to have an exceptional need for which no provision is made for a Single Payment in the above regulations, a Single Payment shall be made if, "in the opinion of the benefit officer, such a payment is the only means by which severe damage or serious risk to the health or safety of any member of the assessment unit may be prevented."

116 The exact wording of the regulation is important, and in particular the word "only" suggests that the claimant and presumably any adviser or social worker should have explored every alternative source of funds, despite the fact that the knowledge of such alternatives may be limited.

117 There may be a possibility of claiming for the replacement of children's footwear under this regulation if it can be proved that an outgrown pair of shoes is damaging to the child's feet. It is likely to succeed in cases where the child is outgrowing shoes at an abnormal rate and thus the expense cannot be met from normal requirements. A case could also be made where a child has to wear secondhand shoes that seriously damage his/her feet.

118 No mention is made in the regulations about circumstances in which visits will or will not be necessary before payment is made. It is not known how policy will change in this respect.

119 No mention is made of how previous claims for Single Payments will affect the success of subsequent claims. However, with the appointment of Special Care Officers it may be that claimants who repeatedly claim Single Payments will be referred to S.C.O.'s who have been appointed to deal with 'cases of special difficulty.'

GUIDE TO BENEFITS

EVENT	WAITING DAYS	BENEFITS	FIRST BENEFIT END	BENEFIT AFTER SIX MONTHS	AFTER ONE YEAR
UNEMPLOYMENT	3 12	Unemployment benefit + earnings related supplement		Earnings related benefit ends	Unemployment benefit ends
PREGNANCY	none	Maternity Allowance	Normally ends after 18 weeks		
SICKNESS	3 12	Sickness benefit + earnings related supplement	Ends after 18 weeks	Invalidity benefit and age-related invalidity allowance	Continues as long as incapacity to work
INDUSTRIAL INJURY OR DISEASE	3 12	Injury benefit + earnings related supplement OR	Ends after 26 weeks	Disablement benefit + increases, and sickness or invalidity benefit	Continues as long as disability due to accident lasts
WIDOWHOOD	3 none	Disablement benefit + increases			
	none none	Widow's allowance + widow's earnings related allowance	Ends after 26 weeks	Widowed mothers allowance or widow's pension Widow's pension After 26 weeks, lower rate paid	Continues until children reach 19 or leave home Cont. to retirement Continues after retirement,
WIDOWHOOD THROUGH INDUSTRIAL INJURY OR DISEASE	none none	Industrial widow's pension + widow's earnings related allowance			

NOTE: EARNINGS-RELATED SUPPLEMENT AND WIDOW'S EARNINGS RELATED

ALLOWANCE LAST ONLY 26 WEEKS

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INDUSTRIAL INJURY OR DISEASE	3 12	Injury benefit + earnings related supplement	Ends after 26 weeks	Disablement benefit + increases, and sickness or invalidity benefit	Continues as long as disability due to accident lasts
	3	OR Disablement benefit + increases			
WIDOWHOOD	none none	Widow's allowance + widow's earnings related allowance	Ends after 26 weeks	Widowed mothers allowance or widow's pension Widow's pension After 26 weeks, lower rate paid	Continues until children reach 19 or leave home Cont. to retirement Continues after retirement.
WIDOWHOOD THROUGH INDUSTRIAL INJURY OR DISEASE	none none	Industrial widow's pension + widow's earnings related allowance			

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	3	OR Disablement benefit + increases			
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WIDOWHOOD THROUGH INDUSTRIAL INJURY OR DISEASE	none none	Industrial widow's pension + widow's earnings related allowance			

NOTE: EARNINGS-RELATED SUPPLEMENT AND WIDOW'S EARNINGS RELATED
ALLOWANCE LAST ONLY 26 WEEKS

BENEFIT	CATEGORY	DESCRIPTION	IMPLICATIONS
MATERNITY Maternity Grant NI 17A	C	Fixed lump sum payable to a mother before or after the birth of a child. Payable on a woman's or husband's contribution record. Can be claimed from 14 weeks before to 3 months after birth.	Not payable with death grant. Payable when in work. Not taxable.
Maternity Allowance NI 17A	C	Flat rate, weekly allowance payable to women, normally for 18 weeks, from the 11th week before birth. Payable on woman's contribution record. Increases for dependants. Carries credit of contributions.	Payable with earnings related supplement. Payable with all other benefits except those in Group 1. Not payable when in work Not taxable
CHILDREN Child Benefit CE 1	NC	Flat-rate weekly benefit for families with one child or more. Normally paid to the mother. Single parents can also get Child Benefit Increase. Ceases eight weeks after child taken into care or legal custody; exceptions for home visits.	Payable with all other benefits except guardian's allowance. Payable when in work. Not taxable.
Guardian's Allowance NI 14	NC	Flat-rate weekly allowance payable to a person caring for or supporting a child whose parents are dead, or where one is dead and the other in prison or untraceable. Legal guardianship not necessary.	Payable with all other benefits except a dependant's allowance with a Group 1 benefit, or child benefit, for the same child. Payable when in work. Taxable.
Child's Special Allowance NI 93	C	Flat-rate, weekly allowance payable to divorced women on ex-husband's death if she has a child for whom he was, or should have been, paying maintenance. Ceases on re-marriage or co-habitation. Payable on ex-husband's contribution record.	Payable with all other benefits except a dependant's allowance with a Group 1 benefit for the same child. Payable when in work. Taxable.

BENEFIT	CATEGORY	DESCRIPTION	IMPLICATIONS
<p>Disablement Benefit continued</p> <p>PN 1 PS 1</p>		<p>..... attend DMSS medical board for assessment of disablement. Rate dependent on percentage assessed; below 20% a lump sum is paid. Lower rate of pension for people under 18. Pension payable as long as assessment lasts or until gratuity awarded.</p> <p>If the claimant contracted a prescribed disease or suffered an industrial accident before July 1948, compensation is provided under the Pneumoconiosis, Byssinosis and Miscellaneous Diseases Benefit Scheme or the Workmen's Compensation Acts.</p>	
Increases payable for assessed disablement			
<p>Special Hardship Allowance</p> <p>III 6</p>	II	<p>Weekly allowance payable to compensate for loss of earning power or as a result of an industrial accident or disease. Rate varies according to the loss incurred. Only paid when disablement is assessed at less than 100%.</p>	<p>Payable with all other benefits except injury benefit (for the same accident) or, in practice, any other increase for assessed disablement. Payable when in work. Not taxable.</p>
<p>Hospital Treatment Allowance</p> <p>III 6</p>	II	<p>Weekly allowance payable when a person is receiving in-patient treatment for the injury for which disablement benefit has been awarded. Raises disablement pension or gratuity to 100% assessment rate.</p>	<p>Payable with all other benefits except injury benefit (for the same accident) or, in practice, special hardship allowance, constant attendance allowance, or exceptionally severe disablement allowance. Not taxable.</p>

BENEFIT	CATEGORY	DESCRIPTION	IMPLICATIONS
Constant Attendance Allowance	II	Weekly allowance payable when constant care and attention is required as a result of an industrial accident or disease. 100% disablement assessment is required. 3 rates of benefit according to the level of care needed.	Payable with all other benefits except injury benefit and attendance allowance, or, in practice, with unemployment benefit, invalid care allowance, training allowance, special hardship allowance or hospital treatment allowance.
Exceptionally Severe Disablement Allowance NI 6	II	Flat-rate, weekly allowance payable in addition to a higher rate of constant attendance allowance, where the need for care is likely to be permanent. No separate application is required.	Payable with all other benefits except injury benefit or attendance allowance, or in practice, with unemployment benefit, invalid care allowance, training allowance, special hardship allowance or hospital treatment allowance.
Unemployment Supplement NI 6	II	Weekly supplement payable when an industrial accident or prescribed disease results in permanent incapacity to work or to earn more than a limited specified amount. Flat-rate with age allowance related to age when entitlement begins. Increases for dependants. Carries credit of contributions.	Payable with all other benefits except those in Group 1, or special hardship allowance. Not taxable.
Mobility Mobility Allowance NI 211	NC	Flat-rate, weekly allowance for people aged between 5 and 50 (extension to retirement age proposed), who are unable to walk and are likely to remain so for at least a year, but who need not be completely housebound. DHSS medical examination may be required.	Payable with all other benefits but only exceptionally with retirement pension. Cannot be paid where claimant has an invalid trike or private car allowance. Payable when in work. Taxable.

BENEFIT	CATEGORY	DESCRIPTION	IMPLICATIONS
UNEMPLOYMENT Unemployment Benefit NI 12	C	Flat-rate, weekly benefit payable after 3 days for up to 1 year's unemployment. Not paid to self-employed. Paid on own contribution record. Lower rate for married women. Disqualification is possible for up to 6 weeks for misconduct, leaving work voluntarily refusing to take jobs offered or restricting hours available for employment. Increases for dependants. Carries credit of contributions. Requirement to register for work at Employment Services Agency.	Payable with earnings related supplement. Payable with all other benefits except those in Group 1, and, in practice, attendance allowance, constant attendance allowance and exceptionally severe disablement allowance. Subject to earnings rule. Not taxable.
SICKNESS: Short-term Sickness Benefit NI 16	C	Flat-rate, weekly benefit payable after 3 days for up to 28 weeks for incapacity to work through ill-health. Paid on own contribution record. Lower rate for married women. Disqualification is possible for up to 6 weeks for self-induced illness (e.g. alcoholism), for behaviour likely to delay recovery, or for failing to attend a DSS medical examination. Increases for dependants. Carries credit of contributions. Claim by submitting the form on the back of a doctor's statement. DSS medical examination may be required.	Payable with earnings related supplement. Payable with all other benefits except those in Group 1. Subject to earnings rule. Not taxable.
Injury Benefit NI 5	II	Flat-rate, weekly benefit payable after 3 days for up to 26 weeks for incapacity to work because of an accident at work or disease contracted through exposure to industrial process (prescribed disease). Disqualification is possible for behaviour likely to delay recovery or for failing to attend a DSS medical examination. Lower rate for people under 18. Increase for dependants. Carries credit of contributions. Claim by submitting a doctor's statement	Payable with earnings-related supplement. Payable if entitlement to sickness benefit exists. Payable with all other benefits except those in Group 1, or with disablement benefit, and increases for the same accident. Subject to earnings rule. Not taxable.

BENEFIT	CATEGORY	DESCRIPTION	IMPLICATIONS
Injury Benefit continued		and showing that the accident happened at work. DHSS medical examination may be required.	
SICKNESS: Long-term category Invalidity Benefit NI 161	C	Invalidity pension replaces sickness benefit after 28 weeks and continues as long as incapacity lasts. Paid on own contribution record. Married women qualify for full benefit. Invalidity allowance also paid according to age at start of illness. Disqualification as for sickness benefit. Strict definition of incapacity may disqualify some chronically sick e.g. epileptics, bronchitics. Increases for dependants. Carries credit of contributions. Claim by submitting the form on the back of a doctor's statement. DHSS medical examination may be required.	Payable with invalidity allowance. Payable with all other benefits except those in Group 1. Subject to earnings rule. Not taxable.
Non-contributory Invalidity Pension NI 210	NC	Flat-rate, weekly pension payable to people who have been incapable of work through ill-health for 28 weeks, but who do not qualify for sickness or invalidity benefit. Not paid to a married woman living with or supported by her husband, or to a woman living with a man as his wife. Paid as long as the incapacity lasts. Increases for dependants. Carried credit of contributions. Doctor's statements will be required.	Payable with all other benefits except those in Group 1. Subject to earnings rule. Not taxable.
COMPENSATION FOR INDUSTRIAL ACCIDENT (OR DISEASE) Disablement Benefit N 16	II	Weekly pension or lump sum gratuity payable either when injury benefit stops or, if disablement has not prevented a return to work, from 3 days after an industrial accident (or from the date of development of prescribed disease). Requirement to	Payable with all other benefits except injury benefit (for the same accident). Payable when in work. Not taxable.

BENEFIT	CATEGORY	DESCRIPTION	REPLACEMENTS
INVALID CARE Attendance Allowance NI 205	NC	Weekly allowance payable to severely physically or mentally handicapped people who need frequent physical help or supervision to prevent accidents. Qualify after 6 months of needing such care. Children under 2 cannot qualify. 2 rates, depending on the amount of care needed (day/night, day and night). Home visit by DSSS doctor.	Payable with all other benefits except constant attendance allowance, or in practice, with unemployment benefit, invalid care allowance, training allowance. Not taxable.
INVALID CARE Allowance NI 212	NC	Flat-rate, weekly allowance payable to people of working age who stay at home to care for a disabled relative who qualifies for attendance or constant attendance allowance. Not paid to a married woman living with or supported by her husband, or to a woman living with a man as his wife. Increases for dependants. Carries credit of contributions.	Payable with all other benefits except those in Group 1, or in practice, with attendance allowance, constant attendance allowance, exceptionally severe disablement allowance, or hospital treatment allowance. Subject to earnings rule. Taxable,
WIDOWHOOD Widow's Allowance NI 13	C	Flat-rate, weekly allowance paid for the first 26 weeks of widowhood. Based on late husband's contribution record. Ceased on re-marriage or co-habitation. Increases for dependants.	Payable with widow's earnings related addition. Payable with all other benefits except those in Group 1 and Childs Special Allowance. Payable when in work.

BENEFIT	CATEGORY	DESCRIPTION	IMPLICATIONS
WIDOWED Mother's Allowance AI 13		Flat-rate weekly allowance payable when widows allowance ends, while there is a child under 19 living at home. Payable on late husband's contribution record. Ceases on re-marriage or cohabitation. Increases for dependants.	Payable with all other Benefits except those in Group 1 and Childs Special Allowance. Payable when in work. Taxable.
WIDOW'S PENSION AI 13		Weekly pension payable when widow's allowance ends to women who are over 40 and who are not entitled to Widowed Mothers Allowance. Also paid to women who are 40 or over when widowed mothers allowance ends. Ceases on re-marriage or cohabitation. No increases for dependants.	Payable with all other benefits except those in Group 1 and Childs Special Allowance. Payable when in work. Taxable.
INDUSTRIAL Widow's Pension AI 10	II	<p>Flat-rate, weekly pension payable if late husband died from an accident at work or prescribed industrial disease. Paid at a temporary rate for 26 weeks, and then reduced to higher or lower permanent rate, according to circumstances. Ceases on re-marriage or cohabitation (gratuity paid). Increases for dependants.</p> <p>Payable to a widower of a woman who died as a result of an industrial accident, or prescribed disease, if, at the time of her death:</p> <ul style="list-style-type: none"> i) he was permanently unable to support himself ii) his wife had been contributing more than half the cost of his maintenance. <p>Payable also to dependant parents and relatives either as a pension or as a lump sum. Only one pension payable for each death.</p>	<p>Payable with widow's earnings related addition if entitlement to widow's allowance exists.</p> <p>Payable when in work</p> <p>Pension Taxable. Gratuity not taxable.</p>

BENEFIT	CATEGORY	DESCRIPTION	IMPLICATIONS
RETIREMENT NI 16 HP 25 HP 33	C	Flat-rate, weekly pension payable on retirement to men at 65, to women at 60. Men qualify on own contribution record, women on own or husband's (occasionally on ex-husband's). Increases for dependants. Extra pension can be earned by deferred retirement.	Payable with graduated pension and/or earnings related pension, invalidity allowance, and age addition for the over 80's. Payable with all other benefits except those in Group 1 and in most circumstances mobility allowance. Payable when in work. Subject to earnings rule. Taxable.
OLD PERSONS ALLOWANCE NI 184	HC	Flat-rate, weekly allowance for people over 80 who do not qualify for a C pension or who qualify at a reduced rate.	Payable with all other benefits except those in Group 1. Taxable.
DEATH Death Grant NI 149	C	Lump sum payable on the death of a contributor, spouse, child or a relative who is handicapped and has never been able to work.	Not payable with maternity grant. Payable when in work. Not taxable.

NOTES ON RIGHTS IN EMPLOYMENT

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I. INTRODUCTION

These notes are a brief outline of the law which applies to the individual in employment. They concentrate on individual rights and not on collective rights, as it is felt that trade unions will be able to provide all the necessary advice to their own members if collective action is being taken. It cannot be emphasised too strongly that the best protection a worker can have in most circumstances is within a trade union.

Trade unions usually protect their members far more effectively than the law does. In addition most unions provide expert advice, legal representation, etc., to help individual members obtain their rights.

However, many men and women are not members of trade unions and/or work in industries where trade unions are weak or non-existent. It is these workers in particular who need to know what their rights are and how to get expert advice.

These notes are only intended as an introductory guide. If a person is not a member of a trade union he should try to find other sources of expert advice - if possible a solicitor with knowledge of labour law. Some suggestions for further reading on employment rights are given at the end of the notes.

Special note:

Employment Protection Act (E.P.A.) November 1975. Some provisions of this Act are now in force, others will come into force over several months, so before acting on anything stated you should check that the particular provision has been implemented.

It is still too early to be able to say how some of the provisions of the Act will be interpreted.

II. THE CONTRACT OF EMPLOYMENT

The legal relationship between every employer and employee is based on a contract between them. The contract comes into being when the employee agrees to do a certain kind of work and the employer agrees to pay him. The contract is often not in writing.

The concept of a contract as an agreement which the courts can enforce is a very old one. In theory the terms of any contract are freely negotiated by the two parties from positions of equal bargaining strength. In the field of employment the contract between employer and employee has been interpreted and modified by the courts and more recently by Parliament.

NOTE: EVERY EFFORT HAS BEEN MADE TO MAKE THESE NOTES ACCURATE AT THE TIME OF PREPARATION:- NOVEMBER '77 CHANGES IN THE LAW WILL MEAN THAT THESE NOTES WILL REQUIRE AMENDMENT.

A. Common Law

Over the years the courts have included amongst the express terms agreed by the employer and employee certain implied terms. Thus in every contract of employment there are duties on the employee to obey all lawful and reasonable orders, to give faithful and honest service, to use reasonable skill and care in his work and not to commit misconduct. Also implied in every contract are the employer's duties to take reasonable care for the safety of his employee, to pay his wages, (and possibly to provide actual work as well) and not to require the employee to do unlawful acts.

As well as these implied terms the courts have also incorporated into contracts of employment customs of the trade and collective agreements (national and local) where these are not expressly included or excluded in the contract.

B. Statute (Acts of Parliament)

By legislation Parliament has intervened in the employer-employee relationship to strengthen in various ways the bargaining power of the employee. There are statutes which imply terms into individual contracts of employment, and there are statutes which lay inescapable duties on the employer independent of the contract.

Generally what is laid down in the statutes are minimum standards. Very often your contract of employment will include more favourable terms, and these will be equally enforceable in the courts.

C. Breach of Contract

A 'breach of contract' occurs when one person fails to do as he had agreed (for example if an employer fails to pay wages). A serious breach of contract brings the contract to an end and frees the other party from his agreed duties. The remedy for a breach of contract is a claim for damages in the courts.

III. TERMS AND CONDITIONS OF EMPLOYMENT

Most of the terms and conditions affecting an employee are the result of collective agreements made between his employer (or a federation of employers) and his trade union (or the trade union or unions negotiating in the particular trade).

The first place to look for the terms and conditions of your employment is in your contract: what did you and your employer agree? There are also statutes which affect certain terms and conditions for most employees and other provisions which affect the rights of workers in particular trades.

A. The Contracts of Employment Act 1972 requires employers to give to most full-time employees written particulars of their contract of employment within 13 weeks of starting the job. The particulars must include:

- (a) Name of employer and employee
- (b) Date employment began
- (c) Rate of pay
- (d) Interval of pay
- (e) Hours of work
- (f) Holidays and holiday pay (including public holidays)
- (g) Policy re sick pay
- (h) Pensions and pension schemes
- (i) length of notice
- (j) Rights in relation to trade union membership
- (k) Procedure for dealing with grievances about employment

All changes in the terms of your employment have to be given to you in writing within one month.

If any terms are set out on notice boards, or in collective agreements, then the written statement may simply refer to these. The statement does not have to be signed and in itself it is not a contract.

If you have not received a written statement (it can be very useful in disputes about wages, holidays, etc.) you can apply to Industrial Tribunal. The Tribunal can determine what terms should have been in the statement.

Section 81 of the Employment Protection Act 1975 requires an employer to provide an employee with an itemised pay statement if asked to do so.

If you are not satisfied that the particulars in the statement from your employer are the terms upon which you are employed - you can apply to the Industrial Tribunal. The Tribunal can confirm, amend or substitute other particulars.

The Contracts of Employment Act 1972, and the Employment Protection Act 1975, also specify minimum periods of notice for the termination of employment. See below Section VI.

B. Wages

1. The Truck Acts 1831 to 1896 prohibit the payment of manual workers' wages in any form other than cash (cheques can now be paid by agreement). The Acts also prohibit deductions from manual workers' wages except where certain conditions are observed (in particular requiring notice to be given to the employee of the way the deductions were made).

Section 8 of the WPA requires that employers must pay employees for short-time work and lay-offs, for at least five days in any quarter to a maximum of £6.00 per week.

2. Wage Councils

Wage Councils have been set up for various trades to make orders which fix the minimum rate of pay and regulate terms and conditions of work including hours and holidays etc. The industries which have Wage Councils include tailoring, catering, many types of shops, hairdressing, etc.

If you work in an industry covered by a Wage Council and your employer pays less than the minimum rate, it gives you holiday that is laid down in the applicable order then you should report him to the Wage Inspector. He can be fined or may be ordered to give you any back pay which was owing over the last 6 weeks. For the London area the Wage Inspector is at Hanway House, 101, Great Square, EC1 (405-8454). See below W.C.

The minimum rates set by Wage Councils are generally very low, and there is a feeling that in many trades Wage Councils have become obsolete.

3. Unemployment

The Department of Employment will pay employees' outstanding wages, including unpaid holiday pay, if the employer is unable to do so. There is a limit of 6 weeks to a maximum £60.00 per week.

4. Maternity Pay

The employer must pay a woman her normal pay less 9/10ths of her social security and maternity allowance for the first six weeks of her absence from work, provided she has worked up to the eleventh week before the birth, and for the same employer for two years.

If the woman has not been paid she can complain to the Industrial Tribunal who can order her employer to pay the amount it thinks is due.

5. Equal Pay Act 1970 (see also notes on Rights Against Discrimination)

The Equal Pay Act of 1970 came into force on 29th December 1975.

The Act requires employers to give equal treatment in respect of pay, and other terms of their contracts of employment to men, and women doing broadly similar work, or work which has been given an equal value under job evaluation.

C. Hours of Work

Legislation on hours of work is, like that on wages, not extensive. There are restrictions on the hours of work of adult men in some trades (e.g., bakeries, road transport, miners) but most trades are not regulated in any way.

The hours of women are restricted in many more trades, in all factories (The Factories Act 1961), shops (Shops Act 1970), etc.

The hours of children are strictly regulated in very many trades and businesses. The legislation is to be found in the Factories Act 1961, the Young Persons (Employment) Act 1938 and the Children's and Young Persons' Act 1963. Local education authorities lay down and enforce their own bye-laws on when and how long children in their areas can be employed.

D. Welfare and Health

The Factories Act 1961, the Offices, Shops and Railway Premises Act 1963 and other measures set out minimum standards of cleanliness, overcrowding, temperature, ventilation, lighting, sanitation, etc., in particular situations. The Health and Safety at Work, etc., Act 1974 enables higher standards to be set within separate firms or by regulation to include the entire working population (See the following section on Safety at Work).

E. Sex-Discrimination Proposals - See Rights Against Discrimination Notes for employers

The Sex Discrimination Act makes it unlawful to treat anyone on the grounds of sex or marriage less favourably than a person of the opposite sex or a single person of the same sex. This includes the advertising of jobs.

The act does not apply to employers employing no more than five people or to people employed to work in a private household. An employer may discriminate in the provision of pension scheme and in stipulating the age of retirement.

IV. SAFETY AT WORK

Your contract of employment will probably say little or nothing about safety at work. Yet this is the one aspect of employment which has most frequently been considered by both Parliament and the courts.

A. There is a common law duty on every employer to take reasonable care for the safety of his employees. In various decisions over the last century and a half the courts have said that this duty of care includes:

- (a) Provision of a safe place of work
- (b) Provision of adequate plant and equipment
- (c) Provision of a safe system of work
- (d) Provision of competent staff

What is reasonable care in the circumstances is decided by the court.

B. Detailed and rigorous safety standards have been laid down by Parliament for certain types of employment, e.g., Factories Act 1961, Mines and Quarries Act 1954, Offices, Shops and Railway Premises Act 1963.

The Health and Safety at Work, etc., Act 1974 includes all people at work (including employers, employees, self-employed) except domestic servants in a private household in a system of regulation and voluntary controls to protect them from accident or illness and to prevent risks to the health and safety of the general public which work activities could cause. The Act puts into a statute the employer's duty of care which was all part of common law.

The emphasis in the Act is on a voluntary approach to safety at work. There are workers' safety representatives who meet with employers and safety committees in certain firms. The Health and Safety Commission, includes representatives from groups of employers and employees, decides policy and lays down safety regulations as necessary, especially for those groups of workers who are given statutory protection for the first time.

Industrial safety regulations are enforced by Inspectors of the Health and Safety Executive (including Factory Inspectors, Mines and Quarries Inspectors, etc.) Inspectors are able to issue prohibition or improvement notices to stop a dangerous process or to require certain action. Local authorities enforce health and safety regulations in non-industrial employment, including many of the newly protected workers.

C. The Employer's Liability (Compulsory Insurance) Act 1969 requires all employers (other than public bodies) to insure against liability for personal injury to their employees. Minimum cover is £2 million. Employers do not have to insure for relations; domestic servants are excluded.

- (c) Industrial Death Benefit - a weekly sum paid to widows and dependants.

For details please see Notes on National Insurance or the free leaflets published by the Department of Health and Social Security.

F. If an employer's negligence has resulted in an employee's injury, illness or death the employee (or his dependants) can sue for damages in court. Negligence in this instance means failing to fulfill his duties under common law or statute (See above sections A and B). The damages are intended to compensate as far as possible for financial loss suffered as a result of the death, illness or injury and for the pain and suffering involved. A successful claim can result in a very large sum of money being paid to the employee or his family.

Under the Employers' Liability (Defective Equipment) Act 1969 an employer is responsible for the safety of plant and equipment even when he is not directly responsible for their defects, e.g., a manufacturer may have supplied it in a dangerous condition.

An employer is responsible for the action of all his employees; if you are injured due to the negligence of your fellow-workers in the course of their work your employer is liable.

Even if you are partly responsible for your injury or illness through your own negligence you can claim against your employer. If you win your case the damages awarded are likely to be reduced.

If you have to claim compensation you should take expert advice at all stages and in no circumstances should not sign any documents, such as medical agreements or affidavits, without first consulting your trade union representative. As very large sums may be involved, possibly running into thousands of pounds, it is absolutely essential to seek the best advice possible.

V. TERMINATION OF EMPLOYMENT

To bring your employment to an end both you and your employer must first have regard to the terms of your contract of employment. When there are statutory requirements which must be satisfied. In addition Parliament has set up other forms of protection and compensation for employees who are dismissed.

A. Notice

The Employment Protection Act lays down minimum periods of notice for most employees, working 16 hours a week or 8 hours a week over a period of five years.

After four weeks in a job at least one week's notice must be given either way. The Act never requires you (the employee) to give more notice than one week. But your employer must give you two weeks' notice after two years, three weeks after three years etc. up to a maximum twelve weeks after twelve years. Your contract could provide for longer periods of notice (which would be enforceable in the court) but not for shorter periods.

Your employer could give you wages in lieu of notice and ask you to stop work at once. Your employer could dismiss you without notice or wages if you were guilty of a fundamental breach of contract such as serious misconduct. This is called summary dismissal.

D. IF YOU HAVE AN ACCIDENT

In the event of any injury, disability or death arising out of your work you (or your dependants) have two main rights to compensation. These are National Insurance Industrial Injuries benefits and death benefits payable in the civil service.

If you have an accident or suffer illness for which a claim for compensation may arise the following should be done:

- (a) You should see a doctor as soon as possible. This is necessary, even if the injury does not seem serious, in case there are complications at a later date. A medical certificate is necessary to claim National Insurance benefits.
- (b) The accident must be reported to the employer in writing as soon as possible. (Under the Factories Act all factories employing 10 or more people must have an accident book in which all injuries are recorded). The report should be brief and factual, stating when and where the accident occurred, how it happened (but not admitting responsibility) and the injuries incurred - as known at that time.
- (c) Take the names and addresses of any witnesses.
- (d) Take advice. See a Trade Union representative, a Citizens' Advice Bureau or a solicitor as soon as possible.

E. National Insurance (Industrial Injuries) benefits provide some financial compensation to an employee or his dependants after an accident or illness arising out of his work. It doesn't matter who was to blame for an accident only that it was work-related. If you are employed, whether you pay a full stamp or not, you can claim Industrial Injuries benefits. There are 3 types of benefit:

- (a) Industrial Injury Benefit - a fixed weekly payment for a maximum of 26 weeks. To claim you must be unfit for work.
- (b) Disablement Benefit - a weekly pension or a lump sum payment depending on the degree of disablement. It is paid when injury benefit ends whether a person has returned to work or not.

If you are not given the notice you think you are entitled to, or wages in lieu, you can claim damages in the civil court.

B. Unfair Dismissal

The Trade Union and Labour Relations Act 1974 gives most employees the right not to be unfairly dismissed. (You will be included if you work more than 15 hours a week or if you have worked for 8 hours a week over five years, if you are under retirement age or if you do not work for your husband or wife.

If your employer behaves in such a way that you are forced to resign (a 'constructive dismissal'), you will be regarded as dismissed and could make a claim under the Act.

Dismissals for the following reasons are not unfair:

- (a) the employee's capability or qualifications
- (b) the employee's conduct
- (c) redundancy (unless unfairly selected for redundancy)
- (d) statutory requirements
- (e) some other substantial reason.

Even if your dismissal is for one of the above reasons it could be unfair if you have not been dismissed according to the Industrial Relations Act 1971, Coded Practice produced by the Department of Employment.

Section 70 of the EPA entitles an employee to a written statement of reasons for dismissal.

It is an unfair dismissal to lose your job because of your trade union activities. This particular provision applies to all employees regardless of their age.

Maternity

Pregnancy is not a valid reason for dismissal, unless the woman's job is unsuitable for a pregnant woman and no suitable alternative can be offered to her.

A woman is entitled to return to her job provided she has worked for at least two years for the same employer and works up to the eleventh week before the baby is due and she returns to work before the twenty-ninth week after the birth. If she is not allowed to return to work it can be regarded as unfair dismissal.

If you think you have been unfairly dismissed then you must make a complaint to the Industrial Tribunal within three months of the effective date of your dismissal. (If you are late you will have to show that it was not 'reasonably practicable' for you to have complained within the 3-month period.) The complaint will first be considered by a Conciliation Officer of the Department of Employment who will try to find a voluntary settlement. If this fails then the case goes to the Tribunal.

At the Tribunal hearing it is for you to prove that you are eligible to bring a complaint but it is up to your employer to show that the reason for your dismissal was one of the reasons described as 'fair' (see above) and that it was reasonable for him to dismiss you for that reason. If the employer's argument fails then the Tribunal will find the dismissal unfair. The Tribunal can:

- a. order re-instatement, if it is practical and the employer wishes it.
- b. award compensation for losses up to present maximum £5,200 which must include a payment for loss of redundancy pay.

Interim Relief

Employees who think that their dismissal was connected with trade union membership or activity can apply to a Tribunal for financial help until the case is heard.

Press Officers

The press officers of the Federation can be contacted on:-

01-735-6123 (Camberwell) - ask for Charlie Rose
01-790-3867 (East London) - ask for Jane Downey
01-607-7268 (North London) - ask for Henry Walters

Publications

Individuals should first try to obtain publications they want from their nearest Claimants' Unions. If unsuccessful, then they should try the Co-ordinating Union for their Region. Claimants' Unions and contacts should obtain publications and publication lists from the Co-ordinating Union for their Region.

Monies must be made payable to the C. U. which supplies.

Except for the claimants' newspaper (see below), material for use in publications should first be discussed with the local or Regional C. U. This is because different arrangements apply to each publication.

Claimants' Newspaper

The national claimants' newspaper "Claimants Unite" is published independently of other publications. Address all communications to:-

Claimants' Newspaper,
c/o Camberwell Claimants' Union,
Union Place,
122, Vassall Road,
Kennington,
LONDON, S.W.9.

Communicate only by mail; this is a forwarding address. For mail to reach the newspaper unopened, ensure the envelope is clearly marked "Claimants' Newspaper".

N. F. C. U. Archive Library

As its title indicates, this has nothing to do with the distribution of publications. It is kept for archival research by the C. U. movement, and welcomes the donation of anything printed to do with claimants and claiming, multiple copies if possible. Address all communications to:-

N. F. C. U. Archive Library,
c/o The Action Centre,
134, Villa Road,
Handsworth,
Birmingham, B19-1NN.

Communicate only by mail; this is a forwarding address. For mail to reach the library unopened, ensure the envelope is clearly marked "N. F. C. U. Archive Library".

The National Federation

The National Federation of Claimants' Unions (N. F. C. U.) is a network of all those Unions which have affiliated together. The aim of the N. F. C. U. is to co-ordinate activities and communication amongst Claimants' Unions. It holds national conferences about every three months, where practice and policy are discussed and decisions are made.

To affiliate, a Claimants' Union must support the aims of the N. F. C. U., must consist of claimants and ex-claimants, hold regular weekly meetings at a known time and place, and have its affiliation approved by a majority vote at an N. F. C. U. national conference.

For further information, see the leaflet "The Claimants' Union Movement".

International

The international co-ordinating centre for the British Isles is:-

N. F. C. U. International Co-ordinating Centre,
c/o The Action Centre,
134, Villa Road,
Handsworth,
Birmingham, B19-1NN,
ENGLAND.

There are claimants' bodies in other countries, and those known are listed below:-

France: C. F. D. T. Comité de Chomeurs,
26, Rue de la Prefecture,
37,000, Tours,
FRANCE.

L'Officiel du Chomage,
12, Rue Le Mercier,
25,017, Paris,
FRANCE.

Tel: (Paris) 387-12-85.

Comité de Lutte des Handicappés,
7, Rue de Cambrai,
75,019, Paris,
FRANCE.

U. S. A: Lake County Coalition for Survival,
37, West 7th Avenue,
Gary,
Indiana, 46402,
U. S. A.

New York City Unemployed & Welfare Council,
548, Columbus Avenue,
New York, 10024, Tel (not from coin boxes):-
N. Y., 010-1-(212)580-9772.
U. S. A. Publication: "The Struggle".

Rhode Island Workers' Association,
212, Union Avenue,
Providence,
Rhode Island, 02915,
N. Y.,
U. S. A.

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Addresses for N. F. C. U. London North & East Region

Note: "@" in the margin indicates an affiliated C. U. Contacts specific to a C. U. are shown inset underneath the C. U. entry.

Co-ordinating Union: East London C. U.,
 Dame Colet House, Tel: 01-790-3867
 Ben Jonson Road,
 Stepney, Meets: WEDS. 7.30p.m.
 LONDON, E.1.

Bedford & district: G. Dunkley, 41, Hall End Road, Hooton, BEDS.

Braintree: 2, Chelmer Road, Braintree, ESSEX.
 0376-21907

Colchester: First contact E. London C. U.

Harwich: 1, Macdonnough Cottages, Harwich, ESSEX.
 A. A. Campbell 02555(Harwich)-3043

Hatfield: Cliff Waterman, 34, Summerfield, Hatfield, HERTS.
 Hatfield 71784

London (G. L. C. area):-

Camden: c/o People With Disabilities Liberation Group, c/o Housman's Book Shop,
 5, Caledonian Road, LONDON, N.1.
 Keith Armstrong

@ Forest Gate: New Ham C. U., "East", 17, Woodford Road, Forest Gate, LONDON, E.7.
 THURS. 2.00 01-555-8932

Hackney C. U: Centreprise, Kingsland High Road, LONDON, E.8.
 WEDS. 10.00-Noon 01-254-9632 Ext. (during meetings
 only)

@ Holloway: North London C. U., 445, Caledonian Road, Holloway, LONDON, N.7.
 WEDS. 7.00 01-607-7268

Redbridge C. U: Methodist Church, Freemantle Road, Barkingside, Ilford, ESSEX.

Addresses for N. F. C. U. London South Region

Note: "@" in the margin indicates an affiliated C. U. Contacts specific to a C. U. are shown inset underneath the C. U. entry.

- Co-ordinating Union: Camberwell C. U.,
 @ Union Place, Tel: 01-735-6123
 122, Vassall Road,
 Kennington, Meets: TUES. 2.30p.m.
 LONDON, S.W.9.
- @ Brighton & Hove C. U: The Resource Centre, North Road, Brighton, SUSSEX.
 WEDS. 8.00p.m. 0273-67141
 -Comm's to: Malcolm Price, 6, Bloomsbury Place, Brighton, SUSSEX.
 0273-683348
- Crawley: T. Griffin, 26, Woodfield Road, Northgate, Crawley, SUSSEX.
- Hastings C. U: 31, Tower Road, St. Leonards, SUSSEX.
 THURS. 7.00
 -Comm's to: 61, Lower Park Road, Hastings, SUSSEX.
 0424-425211
 Chris Platt, 3, Windmill Road, St. Leonards, SUSSEX.
 0424-427167
- @ Isle-of-Wight C. U: 33, Arcon Estate, East Cowes, ISLE-of-WIGHT.
 WEDS. 8.00p.m.
 -Comm's to: 10, Yarborough Road, East Cowes, ISLE-of-WIGHT.
- London (G. L. C. area):
- @ Battersea & Wandsworth C. U: 172, Lavender Hill, Clapham Junction,
 LONDON, S.W.11.
 TUES. 9.00p.m. 01-228-8532/-3 (during meetings only)
 01-228-7877 (messages other times)
- @ Clapham Junction C. U: People's Aid & Action Centre, Battersea Park Road,
 Clapham Junction, LONDON, S.W.11.
 WEDS. 2.00 & THURS. 2.00 01-228-1559
- Deptford: South East London C. U., The Albany, Creek Road, Deptford,
 LONDON, S.E.8.
 Chris Bott 01-778-5358
 Elizabeth 01-659-5060
- Merton: Doris Smith, 14, Devonshire Road, Collier's Wood, LONDON, SW19-2EN.
 01-542-2605
- Peckham C. U: The Old Clinic, Sumner Road, Peckham, LONDON, S.E.15.
 01-703-4775
 John, 24, Droitch House, Sumner Estate, Peckham, LONDON, S.E.15.
- Portsmouth C. U: 35, Somerset Road, Southsea, Portsmouth, HANTS.
 THURS.
 -Comm's to: Jack, 35, Somerset Road, Southsea, Portsmouth, HANTS.
- @ Redhill C. U: 39, Radstock Way, Merstham, SURREY.
 WEDS. 10.00
 Elaine & Peter Knights Redhill 69944

Claimants Union;

~~_____~~
Castlemilk.

1st, Aug. 1979.

Dear Members,

there is an attempt to set up a Castlemilk Resource Centre which has been offered the support of the local Housing Dept. in the form of a financial grant. Obviously such an idea needs a broad grass root core group to discuss and plan a structure and its operation. A member from your club to put forward your clubs ideas and interests would be essential if such a centre were to flourish in Castlemilk. It is hoped that a representative can attend on your behalf, at the meeting to be held on Aug. 14th, at 2p.m. in the community room of the Social Work Dept. at no. 15, Dougrie Drive; as such a centre is long overdue in our area. Please do your utmost to support the operation;

Yours Faithfully,

Claimants Union.

Addresses for N. F. C. U. London West Region

Note: "@" in the margin indicates an affiliated C. U. Contacts specific to a C. U. are shown inset underneath the C. U. entry.

@ Co-ordinating Union: West London C. U.,
The 510 Centre, Tel: 01-969-7437
510, Harrow Road,
Kensal Town, Meets: TUES. 7.30
LONDON, W.10.

London (G. L. C. area)

@ Brent C. U: 26, High Street, Harlesden, LONDON, N.W.10.
TUES. 7.30 01-965-2590 & -7305

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Addresses for N. F. C. U. South West Region

Note: "@" in the margin indicates an affiliated C. U. Contacts specific to a C. U. are shown inset underneath the C. U. entry.

- Co-ordinating Union: Bristol C. U.,
 Dockland Settlement, Tel: See contact below.
 City Road,
 St. Pauls, Meets: TUES. 8.00p.m.
 Bristol, 2.
- Comm's to: 46, Richmond Road, Montpelier, Bristol, 2.
 0272-40491
- @ Barnstaple: North Devon C. U., Mugfords Inn, The Square, Barnstaple, North DEVON.
 MONS. 8.00p.m. 0271-2377 (only during meetings)
 -Comm's to: Len Freeman, 30, Priory Road, Barnstaple, North DEVON, EX2-
- Bath C. U: Walcot Village Hall, Walcot, Bath, AVON.
 THURS. 7.00
 -Comm's to: Mike Gainey, 64, Newbridge Hill, Hr. Weston, Bath, AVON.
 0225(Bath)-23008
- @ Bicester: North Oxfordshire C. U., 24, Field Street, Bicester, OXON, OX6-8NP.
 TUES. 8.00p.m. (also every afternoon 2.00 to 4.00)
 Ken Browning
- Bridgewater: Doug. Kepper, Walnut Cottage, Moorland, Bridgewater, SOMERSET.
- Bristol: Hartcliffe & Withywood C. U., Community Room, Ormestone House,
 Bishport Avenue, Withywood, Bristol, 3.
 THURS. 2.30
 -Comm's to: Bristol C. U., c/o 46, Richmond Road, Montpelier, Bristol, 2.
- Cornwall: Malcolm Stort, 6, Lower Green Street, Newlyn, Penzance, CORNWALL.
- @ Exeter C. U: Labour Party Office, 26, Clifton Hill, Exeter, DEVON.
 MONS. 2.30
 -Comm's to: Terrie, 9, Bennets Square, Wipton, Exeter, DEVON.
 0392-31058
- Forest of Dean: (Mail only) 94, Ruspidge Road, Cinderford, GLOUCESTERSHIRE.
- Gloucester: Keith Merrett, 7, Furlong Road, Tredworth, GLOUCESTER.
- Plymouth & West Devon C. U: Probation Office, 84, Union Street, Plymouth, DEVON.
 MONS. 8.00p.m.
 -Comm's to: Park House, Brentor, near Tavistock, DEVON.
 082291 (Mary Tavy) -209 &
 0752 (Plymouth) -703526
- Swindon C. U: Edith Stevens House, 77, Bridge Street, Swindon, WILTSHIRE.
 MONS. & THURS., 9.00a.m.-12.30 & 2.00-4.30
 -Comm's to: 3, Argyle Street, Swindon, WILTSHIRE.
 0793-32376

Addresses for N. F. C. U. Midlands Region

Note: "@" in the margin indicates an affiliated C. U. Contacts specific to a C. U. are shown inset underneath the C. U. entry.

Co-ordinating Union: Handsworth C. U.,
 @ The Action Centre, Tel: 021-554-2080
 134, Villa Road,
 Handsworth, Meets: WEDS. 1.30
 Birmingham, B19-1NN.

Birmingham:-

Balsall Heath: 63, Brighton Road, Balsall Heath, Birmingham 12, B12-8QH.
 021-449-0275

Chelmsley: 27, Circus Ave., Chelmsley Wood, Birmingham, B37-7NG.
 021-770-0873

King's Norton C. U., 25, Heathside Drive, King's Norton, Birmingham 38.
 MONS. 1.30-3.30 021-458-6064
 Connie Horseman

@ Selly Oak C. U., 768, Bristol Road, Selly Oak, Birmingham 29, B29-6NA.
 WEDS. 1.30 021-472-3676

Small Heath C. U., c/o Osborne House, Coventry Road, Birmingham.
 021-772-2114

Daventry: Colin Northall, 31, Staverton Road, Daventry, NORTHANTS.

Derby: Brian Rees, 302, Abbey Street, DERBY.

@ Leamington C. U: Commonwealth Club, Church Street, Leamington Spa, WARWICKS.
 MONS. 8.00p.m.
 and at Bath Place Community Venture, Bath Place, Leamington Spa,
 WARWICKS.
 WEDS. 9.00-12Noon 0926-38421 Ext. 6 (only during
 meetings)

-Comm's to: 180, Leam Terrace, Leamington Spa, WARWICKS.

Leicester C. U: 74, Wesley Hall, Molie Road, Leicester.

-Comm's to: 76, Haslenon Road, Leicester.

0533-26000

J. M. Johnson, 32, Melbourne Road, Leicester, LE20-ODR.

Ray Burman, 98, Dannett Street, Leicester.

Loise Crane, 13, Arden Terrace, Braunstone, Leicester.

Oswestry C. U: 19, Stewart Road, Oswestry, SALOP.

WEDS. 1.30

Bob Crowther

Telford: Brookside (Telford) C. U., c/o J. Bradford, 32, Bembridge, Brookside,
 Telford, SALOP.

Worcester C. U: 19, New Street, Worcester.

SUNS. 11.00a.m.

-Comm's to: 171, Ombersley Road, Worcester.

0905-25676 (10.00-2.00, 5.00-7.00) &
 0905-53602 (Other times)

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Addresses for N. F. C. U. North West Region

Note: "@" in the margin indicates an affiliated C. U. Contacts specific to a C. U. are shown inset underneath the C. U. entry.

Co-ordinating Union: Longsight C. U.,
 Law Centre,
 595, Stockport Road,
 Manchester 13. Tel: 061-248-6640
 Meets: WEDS. & FRIS.
 10.30-4.30

-Comm's to: 642, Stockport Road, Manchester 13.
 061-224-1451
 or 113, Hamilton Road, Manchester 13.
 061-225-5111

Batley C. U: 23, Woodside Crescent, Batley, YORKSHIRE.

Birkenhead: Top Flat, 51, Greenbank Road, Tranmere, Birkenhead, MERSEYSIDE.

@ Bolton C. U: Bolton Energy Resource Centre, 4, Charles Street, Bolton, LANCASHIRE.
 TUES. & THURS. 1.30 0204-26137

Dewsbury C. U: 617, Huddersfield Road, Ravensthorpe, Dewsbury, West YORKSHIRE.
 THURS. 7.00

Huddersfield C. U: 83, Thorne Road, Huddersfield, YORKSHIRE, HD1-3JJ.

Leigh: Malcolm Kirkpatrick, 5, Firth Street, Leigh, LANCASHIRE.

Liverpool: c/o News From Nowhere Bookshop, 48, Manchester Street, Liverpool 16,
 MERSEYSIDE.

Manchester:-

Crumpsall: North Manchester Claimants' Action Group, 11, Chataway Road,
 Crumpsall, Manchester 8.
 061-205-8465

Central: Grass Roots, 109, Oxford Road, Manchester.

Partington: Partington People's Rights Centre, 19, Calomile Walk, Partington,
 Trafford.
 061-775-6130

Salford: Community Services Welfare Rights Stall, Salford Market, Salford.

@ Oldham C. U: 270, Rochdale Road, Oldham, LANCASHIRE.
 TUES. 11.00-3.00 061-620-6946
 THURS. 11.00-1.00
 Rob. Bell 061-620-0544

Sheffield C. U: 98, Fretson Road, Sheffield 2, YORKSHIRE.
 Mrs. Moulden

Tameside C. U: West End Community Centre, John Street, Ashton-under-Lyne,
 CHESHIRE.
 061-339-2728

Addresses for N. F. C. U. North East Region

Note: "@" in the margin indicates an affiliated C. U. Contacts specific to a C. U. are shown inset underneath the C. U. entry.

Co-ordinating Union: South Tyneside C. U.,
 The People's Place,
 Derby Terrace,
 South Shields,
 Tyne & Wear. Tel: 08943-565062
 Meets: WEDS. 12.30-1.30 and
 SATS. 11.00-1.00

Brampton (East Cumberland): Low Broomhill, Low Row, Brampton, CUMBERLAND.
 06977 (Hallbankgate) -219

Gateshead: Tyne & Wear Resource Centre, Gateshead, Tyne & Wear.

Newcastle: 217, Tamworth Road, Newcastle-on-Tyne 4.
 0632-31076

Sunderland: Peter Marshall, 104, Myrella Crescent, Tunstall Hill, Sunderland,
 Tyne & Wear.

Addresses for N. F. C. U. Scottish Region

Note: "@" in the margin indicates an affiliated C. U. Contacts specific to a C. U. are shown inset underneath the C. U. entry.

Co-ordinating Union: Glasgow C. U.,
 St. Bride's Centre, Tel: 041-339-7558
 19-25, Rosevale Street, 041-339-3292
 Partick,
 Glasgow, G11. Meets: THURS. 7.30

Glasgow:-

Govan: c/o Daly, Information Centre, 125, Langlands Road, Govan, Glasgow.

Possilpark: c/o 42, Allander Street, Possilpark, Glasgow.

Glenrothes: P. Nicholls, 59, Malcolm Road, Glenrothes, FIFE.

Stirling C. U: Raploch Community Project, 23, Huntley Crescent, Raploch, STIRLING.

Thurso & District C. U: 15, Strathmore Road, Thurso, CAITHNESS, KW4-7PT.

Need checking out

Addresses for N. F. C. U. Welsh Region

Note: "@" in the margin indicates an affiliated C. U. Contacts specific to a C. U. are shown inset underneath the C. U. entry.

Co-ordinating Union: Swansea C. U.,
 10, Mount Pleasant Street, Tel:
 (City Centre),
 Swansea, Meets: THURS. 7.30
 West GLAMORGAN.

-Comm's to: 79, Brokesby Road, Bon y Maen, Swansea, West GLAMORGAN.

Clewyd: J. Jones, "Preswylfa", Spon Green, Buckley, CLEWYD.

Addresses for N. F. C. U. in Ireland

Note: "@" in the margin indicates an affiliated C. U. Contacts specific to a C. U. are shown inset underneath the C. U. entry.

Belturbet: T. J. Coffey, Main Street, Belturbet, Co. Cavan, EIRE.

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Changes for N. F. C. U. Areas

Note: These are not in any particular order. If there is no entry on the existing list, the item is simply a new one to be added.

Belfast: Avila Kilmurray, Workers' Resource Centre, 52, Broadway, Belfast, Northern Ireland.

Cambridge: Diana Kerswen, 50, Great Eastern Street, CAMBRIDGE.

Lincoln: M. J. Frankman, 7, Broxholme Gardens, Ermine Estate, LINCOLN.

LONDON: Katie Wilson, Community Centre, 62, Mill Lane, West Hampstead, LONDON, N.W.6.

York: David Wolstenholme, c/o 64, Haslington Road, YORK.
0904-35722

LONDON (Holloway): North London C. U. now meets on THURS. at 1.00p.m., and their telephone number is now 01-607-8117.

LONDON (Camden): The address is now c/o North London C. U., 445, Caledonian Road, Holloway, LONDON, N.7.

LONDON (Hackney): Hackney C. U. now meets on WEDS. and FRIS., at 11.00a.m.

LONDON (Clapham Junction): Clapham Junction C. U. entry is now
Battersea Action & Counselling Centre, 539, Battersea Park Road,
Clapham Junction, LONDON, S.W.11.
WEDS. 2.00-5.00 01-228-1559

Isle-of-Wight: This entry is now referred to a contact;
Mary Luter, 33, Arcon Estate, East Cowes, ISLE-of-WIGHT.

Brentwood & Southend C. U.: 195, Bourne Mouth Park Road, Southend, ESSEX.
(Nearest railway stations: Southend East & Southend Victoria.)
TUES. 8.00p.m.
Bill Hume, 14, Mayflower House, The Drive, Great Warley, ESSEX.
Brentwood (Essex) 225379

LONDON (Brixton): Brixton C. U., 8, Maywood House, Tulse Hill Estate,
LONDON, S.W.2.
THURS. 7.00

If the Tribunal recommends re-employment and both parties agree then usually no compensation is payable. If either side refuse to accept re-employment or if the Tribunal decides that re-employment would not be practicable or just, then the Tribunal will consider awarding compensation.

Maximum compensation for unfair dismissal is 104 weeks pay up to a maximum of £2,200 (104 weeks at £20 a week). Compensation should cover normal entitlement to notice, losses incurred and any future loss of pay, i.e., new pay rates, promotion prospects, etc. In addition there should be a sum to cover the fact that you may be losing entitlement to redundancy payment.

In deciding on compensation the Tribunal will expect you to be doing what you can to minimise your losses, i.e., by looking for another job. If either you or your employer rejected the Tribunal's recommendation of re-employment this could change the amount of compensation down or up. See Section VI re Industrial Tribunal.

For further reference concerning unfair dismissal you should see the Department of Employment leaflet "Trade Union and Labour Relations Act 1974: Unfair Dismissal".

There are two books on the subject: "Dismissal, Bowes Egan, Commercial Publishing Co., £3.00; and "Unfair Dismissal, S.D. Anderson, Institute of Personnel Management.

C. Redundancy

Under the Redundancy Payments Act 1965 you can get a lump-sum compensation payment if you are dismissed because of redundancy - i.e., if you are dismissed because your job has disappeared or because your employer needs fewer employees to do your particular job. He may be closing the whole business or simply reducing the number of staff in one section.

To be eligible you must have been working for the same employer for at least 104 weeks since your 18th birthday, and you must be under retirement age, working at least 21 hours a week and not in certain jobs which are excluded.

A redundancy payment is tax-free and is based on your weekly earnings (normally excluding overtime) up to a limit of £20 per week. The maximum service taken into account is 20 years (if more it is calculated on your last 20 years), and the maximum payment is £2,400. The payment is calculated according to your age and the number of complete years you have worked for your employer:

- You will get : 1 week's pay for each year from your 18th birthday to 22nd;
- 1 week's pay for each year between 22nd and 41st birthday; and
- 1½ weeks pay for each year after your 41st birthday.

Redundancy payments are reduced by 1/12th for each complete month past your 64th birthday (men) or 59th birthday (women).

If you think you have been dismissed for reasons of redundancy and your employer does not agree or if he puts off giving you your redundancy payment then you should claim a payment by writing to your employer **WITHIN 6 MONTHS OF THE TERMINATION OF YOUR EMPLOYMENT.**

If you and your employer disagree about anything related to your claim for a redundancy payment then the matter can be transferred to the Industrial Tribunal. The Tribunal can resolve such questions as -

- (i) why were you dismissed,
- (ii) redundancy or another reason,
- (iii) how much should your redundancy payment be; and
- (iv) how many years of continuous service and at what levels of pay.

If you become redundant and you accept alternative work with the same employer then you will probably lose your right to a redundancy payment. But you can refuse an offer of alternative work as not suitable and then claim redundancy payment. If your employer refuses to make a redundancy payment then you should apply to the Industrial Tribunal. The Tribunal will assess the suitability of the employment offered in relation to your skill, previous work and level of earning and your personal circumstances.

NOTE: If you are offered alternative employment you can accept it on a 4-week trial basis only, without forfeiting your redundancy payment rights. Get this trial confirmed in writing first.

If you expect to receive a redundancy payment DO NOT GIVE YOUR NOTICE BEFORE YOU RECEIVE NOTICE FROM YOUR EMPLOYER.

If you resign before your employer makes you redundant you will need to work for the same employer for 104 weeks before being considered for redundancy payment, even if you have been employed with the same employer for some years.

In some cases workers who are laid off or put on short-time can claim redundancy payments. Ask at your local employment exchange. See Wages l.p.3

If your employer agrees with you on the amount of redundancy pay you should get but still does not pay then you should consult your local employment exchange. If your employer cannot pay then the Department of Employment will pay you from the Redundancy Fund.

If an employee dies before receiving his redundancy pay, his personal representatives can claim the payment and may pursue the matter to the Industrial Tribunal if necessary.

Claiming a redundancy payment can be complicated and may involve large sums of money. Make sure you get good advice. Consult your Trade Union, the Redundancy Officer at your Employment Exchange, the Solicitor (under legal advice of Assistance Scheme) or the Citizens' Advice Bureau. See also the leaflet Redundancy Payment Scheme, 1984 Revisions (Amended) available from any Employment Exchange.

VI INDUSTRIAL TRIBUNALS

Industrial Tribunals hear cases concerning equal pay, sex discrimination related to employment, redundancy, unfair dismissal and written statements of an employee's terms of employment. They have a legally qualified Chairman who is a Q.C., and two other members, lay members. One from the Trade Unions, the other from the C.M.I.

- (a) Application forms are available at any Employment Exchange, but you will have to ask for it, or an application can be made for a hearing by letter to the Offices at Ebony Bridge Road stating the facts of the case and when it occurred.

When the employer admits the dismissal, the onus is on him to prove that the dismissal was fair. This means that the employer will present his case first by calling witnesses. You may cross-examine his witnesses in turn. Then you present your case similarly. Then each side sums up. The Tribunal will consider their decision privately, but will usually announce the results on the day. Subsequently a written copy of the decision will be sent out to you in the post.

(b) Points to watch.

In theory Industrial Tribunal Hearings are informal but in practice they can be very formal. As hearings are public you should attend a hearing long beforehand to prepare yourself.

You may put your own case or you may be represented by a friend, Trade Union official, lawyer or anyone else. It is nearly always desirable to have someone with you who can help in presenting your case, taking notes, preparing questions or keeping your spirits up. If you are a Union member you should consult your Shop Steward, Branch Officer or Local full-time official about representation. Unions will normally pay for legal representation of their members.

No legal aid is available for representation at the hearing, but it is available to help with correspondence beforehand. You might be able to get legal help under the Legal Advice and Assistance Act. You might find a lawyer who, under this scheme, would be willing to come to the Tribunal and sit beside you on points of law or prepare written representation for you beforehand. If you use a lawyer, try to check what experience he has had at an Industrial Tribunal. Many lawyers have no experience and their advice is not very useful.

If you want a person to attend to give evidence and he refuses, the Tribunal can make an Order compelling his attendance.

If you want the employers to bring relevant documents, an Order can be issued requiring this.

Many employers will vigorously contest cases and large Companies will often go to great lengths to win using Barristers, Company Lawyers, Personnel Managers and Foremen, etc., to give evidence. It is essential that you prepare your case very thoroughly. Try to recall details of meetings, what was said, etc., try to obtain letters and documents of meetings, details of incidents and whenever possible to get witnesses to support the evidence. Also documented evidence of wages or salary would be useful, i.e., wage packets, etc.

You have the right to appeal on a point of law against the Tribunal decision to the Employment Appeal Tribunal.

Any earnings which are lost through absence from work are paid by the Tribunal up to £6.70 per day, even if you are self-employed, subject to the maximum of £6.70 per day. Travelling expenses (public transport, 2nd class by railway) if the hearing is more than six miles from your home or place of work.

Determination of Questions by Industrial Tribunal's free leaflet obtainable from Central Office of the Industrial Tribunal, 95 Ebury Bridge Road, SW1, and telephone number 01-730-9161.

APPENDIX A

Official Bodies

Official Bodies with statutory responsibility to intervene in employee/employer relations, which an individual may encounter include:

1. Department of Employment contact through local employment exchange - For general advice.
2. ACAS. Advisory Conciliation and Arbitration Service. Hanway House, Red Lion Square, Tel. 405 8454.
 - (a) Conciliation Officer. Acts in regard to unfair dismissals, trade union rights, and trade disputes.
 - (b) Wages Inspectorate. Ensures that firms in industries covered by Wages Councils abide by regulations.

3. Health and Safety Commission. Baynards House, 1 Chepstow Place, Westbourne Grove, W2 4TS. TEL 229 3456. Enforcement through Factory Inspectorate of all safety regulations and working conditions.

4. Industrial Tribunal. See Section VI.

5. Local Authorities

Have responsibility to secure compliance with the Offices, Shops and Railway Premises Act, i.e., working conditions, safety, hygiene, etc. Also enforce Shops Act (hours of workers) Additionally Local Education Authorities regulate the employment of young persons.

6. Civil Courts

The County Court and High Court hear actions for damages, e.g., industrial accident, unpaid wages, breach of contract, etc. The County Court hears actions likely to amount to less than £1,000 and the High Court hears actions likely to amount to more than £1,000. The High Court also hears appeals from Industrial Tribunals. Legal Aid is available for cases in the County Court or the High Court.

[This High Court division is called the Employment Appeal Tribunal]

7. Equal Opportunities Commission

Oversen House, Quay Street, Manchester M3 3HN. Tel: 061-833 9244. The Equal Opportunities Commission may take legal action against a person who discriminates in advertising or who gives instructions to or puts pressure on someone to discriminate.

APPENDIX B

TRAINING AND TRANSFER

1. Training for the Unemployed:

(a) Government Training Centres (GTC)

For those who have failed to obtain a skill in youth or whose skill has become out of date. Training is free and courses in over 40 trades in various centres last for approximately 6 months.

Tax free allowances are paid for the worker and his dependents plus earnings-related supplements in some cases. Free credits of National Insurance. If a trainee is away from home he is given help in finding lodgings and is paid a lodging allowance.

(b) Industrial Rehabilitation

For those who have to change trade due to illness, disability, redundancy or are finding it difficult to continue with their present job.

Workshop and clerical jobs.

Maintenance allowances - free of income tax. The cost of lodgings is paid if not local.

(c) Disabled Workers

Disablement Resettlement Officer has information on Industrial Rehabilitation, Government Training, residential training, commercial or technical college, sheltered employment, special aids to employment, transfer expenses.

(d) Leaving the Forces

Men and women leaving the forces should be visited by an officer from the local Labour Exchange who will advise them about future employment prior to their leaving the forces.

Ex-regulars may be entitled to courses at GTC. Senior N.C.O's may be eligible for 'Potential Supervisors' course.

(e) Details of all these courses should be available from local Labour exchanges or Regional Offices (in London: Hanway House, Red Lion Square, London, W.C.1 Phone 405-8454)

2. Training for the Employed

Various Government schemes exist and in the majority of cases either application must be made by the employer or the consent of the employer is necessary.

Information available as for 1.(e) above.

See Leaflet E.P.U.8.

3. Language Training

Under the Industrial Training Act 1964, Training Boards can pay for courses in English to enable non-English speaking workers to learn 'Industrial English' to improve their efficiency and safety. Not all Training Boards are willing to pay for these courses and they must be agreed to by employers.

Information from Race Relations Advisor, Hanway House, Red Lion Square, London, W.C.1R. (Phone 405-3454).

4. Employment Transfer Scheme

If you need to move from one area to another to find work then you may be entitled to various grants and allowances under the Employment Transfer Scheme. The assistance is intended to make your move less of a hardship and includes free fares for interview and for starting work, and a small settling-in grant. In addition some workers will be entitled to a lodging allowance, help with fares home if your dependants do not move with you, a rehousing grant, payment of removal expense, help with solicitors and agents fees if you have to sell or buy a house.

You must make your initial claim under the Employment Transfer Scheme within 6 months of starting work in the new area. Most of the allowances are payable for two years from the date of transfer, and the grants can be claimed within that 2 year period.

For further details See leaflet TSL 1 from any employment exchange.

Also for employees moving with their firm (Key Workers Schemes) - See leaflet PL 456.

See Leaflet EPL 24.

APPENDIX C

Further Reading

The best all round reading on this field is:

'The Worker and the Law' by K. Wedderburn, Penguin 1971, 75p.

'The Hazards of Work' by Kinnersly, Pluto Press, 90p.

Reference works to be found in most libraries:-

'The Encyclopaedia of Industrial Relations' by Hepple and O'Higgins, Sweet and Maxwell.

'Factories Acts' by Redgrave

} Butterworths

'Offices, shops and railway premises Act' by Redgrave

Industrial Relations Act 1971 - Code of Practice pub. HMSO, 15 p.

Department of Employment Leaflets (free):

- Employment Protection Act
1. An outline
 2. Procedure for handling redundancies
 3. Employees' rights on insolvency of employer
 4. New rights for the expectant mother

The Redundancy Payments Scheme (10th revision)

Contracts of Employment Act 1972

A Guide to the Trade Union and Labour Relations Act 1974

Unfair Dismissal: A guide

Equal Pay Act 1975

[illegible]

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1950

employed.

3. 10. 1944

Guide for Employers.

Guide for Employees:

ate at the time of

in Citizens' Rights
Contribution by

The Claimant's Union

~~XXXXXXXXXX~~
Dundee College of Education
Gardyne Road
BROUGHTY FERRY
Dundee.

11th June 1981.

Dear Charlie,

Just a note to accompany the receipt which you requested regarding expenses for the speakers to the recent Claimants Union Meeting in Dundee on 23rd April. These are itemised as follows:

2 x Return rail fares, Glasgow/Dundee	=	£24.80 (£12.40 each).
Bus Fares	=	£3.80

Could I also mention the literature we brought through at the time, i.e.,

20 copies of the Claimants Union Handbook at .65p	=	£13.00
50 copies of 'Claimants Unite' x 20p	=	£10.00.

Total amount travelling expenses and literature - £51.60p.

Sorry to take so long to forward this receipt Charlie, but as you can guess we have been fairly busy with the changes in Social Security Law at the end of last year etc. We are in the process of producing leaflets regarding aspects of these changes, e.g., clothing grants etc., and we will send some through when ready. Also, Charlie, it would be good if some of you could come through sometime and see how we operate here. As you know Tuesday afternoons (policy meetings) would be the best time for this.

Anyway, keep in touch and hope to see you soon.

Best wishes,

on behalf of Castlemilk Claimants Union.

INDUSTRY	CATEGORY	DESCRIPTION	IMPLICATIONS
INDUSTRIAL DEATH BENEFIT	II	<p>Lump sum or pension payable in respect of widow/widower, parents, children or other relatives whom the insured person supported where the insured person dies as the result of an industrial accident or prescribed disease.</p> <p>Variable according to level of support previously provided and according to the relative's ability to himself/herself; for a married woman, according to her husband's ability to support himself. Ceases for women on remarriage or cohabitation.</p> <p>(See Industrial Widow's pension)</p>	<p>May be payable with other benefits.</p> <p>Pension taxable.</p> <p>Gratuity not taxable.</p>

JC/AYE
November 1977

Note: "C" in the margin indicates an affiliated C. U. Contacts specific to a C. U. are shown inset underneath the C. U. entry.

Co-ordinating Union: East London C. U.,
Dame Colet House,
Ben Jonson Road,
Stepney,
LONDON, E.1.
Tel: 01-790-3867
Meets: WEDS. 7.30p.m.

Bedford & District: G. Dunkley, 41, Hall End Road, Hooton, BEDS.

Braintree: 2, Chelmer Road, Braintree, ESSEX.

Chelmsford: Ted Ellis, 18, Maltese Road, Chelmsford, ESSEX.

Cambridge: Diana Kerswen, 50, Great Eastern Street, CAMBRIDGE.

Colchester: First contact E. London C.U.

Grays C. U: Room 9, The Adult Centre, Bridge Road, Grays, ESSEX.

THURS. 7.00

-Comm's to: Mrs. A. Wood, 36, New Road, Grays, ESSEX.

0375-32234

Harwich C. U: 1, Macdonough Cottages, off Station Road, Harwich, ESSEX.

THURS. 7.00

02555 (Harwich) -3043 or -6216

Hatfield: Cliff Waterman, 34, Summerfield, Hatfield, HERTS.

Hatfield 71784

London (G. L. C. area):-

Camden: c/o People With Disabilities Liberation Group, c/o North London C. U., 5, Mackenzie Road,
North Islington, LONDON, N.7.

Keith Armstrong

Forest Gate: New Ham C. U., "East", 17, Woodford Road, Forest Gate, LONDON, E.7.

THURS. 2.00

01-555-8932

Hackney C. U: 34, Dalston Lane, Dalston, LONDON, E.8.

WEDS. 1.00

Islington: North London C. U., 5, Mackenzie Road, North Islington, LONDON, N.7.

THURS. 1.00

01-607-8117

Leytonstone: John Primus, 44, Dyers Hall Road, Leytonstone, LONDON, E.11.

Redbridge C. U: Methodist Church, Freeman's Road, Parklands, Ilford, ESSEX.

01-551-2276

Tottenham C. U: Tottenham Community Project, 628, Tottenham High Road, LONDON, N.15.

THURS. 10.30

-Comm's to: 16, West Green Road, Seven Sisters, LONDON, N.15.

Shoeburyness: Betty Davies, 55, Cunningham Close, Shoeburyness, ESSEX.

03708-4657

Southend C. U: 195, Bournemouth Park Road, Southend, ESSEX.

(Nearest railway stations: Southend East & Southend Victoria)

TUES. 8.00p.m.

0702-610589

John & Molly Graveling

Thurrock C. U: 22, Fleethall Grove, Thurrock, Grays, ESSEX, RM16-2DZ.

4S.85

Addresses for N. F. C. U. London South Region

Note: "C" in the margin indicates an affiliated C. U. Contacts specific to a C. U. are shown inset underneath the C. U. entry.

Co-ordinating Union:

Camberwell C. U.,
Union Place,
122, Vassall Road,
Kennington,
LONDON, S.W.9.

Tel: 01-735-6123

Meets: ADMINISTRATIVE ONLY. For meetings please go to Kennington & Camberwell C. U. (details listed below).

Brighton & Hove C. U. *B.R.A. 14 Lower Hamilton*
WEDS. 8.00p.m. The Resource Centre, Heath Road, Brighton, SUSSEX.
0273-6744302

Farnham: Mike Alleyn, 18, Weydon Hill Road, Farnham, SURREY.

Hastings C. U.: 61, Lower Park Road, Hastings, SUSSEX.

THURS. 7.00

Bookman's Halt Bookshop, 127, Bohemia Road, St. Leonards, SUSSEX.

Chris Platt, 3, Windmill Road, St. Leonards, SUSSEX.

0424-425211

0424-429537

0424-427167

Horley: C. "Dad" Shepherd, 35, CHAFFINCE WAY, HORLEY, SURREY.

Isle-of-Wight (These are grouped together since they may be starting a C. U. amongst them):-

Cowes: C. R. Edmonds, 59, Pelham Road, Cowes, ISLE-of-WIGHT. ((Disabled))

East Cowes: Mary Luter, 33, Arcon Estate, East Cowes, ISLE-of-WIGHT.

Ventnor: A. Gage & G. Baylan, 12, South Street, Ventnor, ISLE-of-WIGHT.

London (G. L. C. area):-

Balham C. U.: Balham Family Centre, 91, Bedford Hill, Balham, LONDON, S.W.12.
THURS. 2.00
Pete
01-673-4350

Battersea & Wandsworth C. U.: 172, Lavender Hill, Clapham Junction, LONDON, S.W.11.
TUES. 9.00p.m. 01-228-8532/3 (during meetings only) or
01-228-7877

Brixton C. U.: 2, Lumley House, Tulse Hill Estate, LONDON, S.W.2.
MONS. 2.00
01-674-6402

Clapham C. U.: St. Anne's Hall, Venn Street, Clapham, LONDON, S.W.4.
WEDS. 2.00
01-720-8751

Clapham Women's C. U.: Clapham Women's Centre, 45, North Street, Clapham Old Town, LONDON, S.W.4.
WOMEN and CHILDREN ONLY
THURS. 2.00

Clapham Junction C. U.: Battersea Action & Counselling Centre, 539, Battersea Park Road,
Clapham Junction, LONDON, S.W.11.
WEDS. 2.00
01-228-1559

Deptford C. U.: Community Centre, Deptford Housing Co-operative, Idonis Street, Deptford,
LONDON, S.E.8.
THURS. 1.30

Merton: Doris Smith, 14, Devonshire Road, Collier's Wood, LONDON, SW19-2EN.
01-542-2605

Peckham C. U.: The Old Clinic, Sumner Road, Peckham, LONDON, S.E.15.

John, 24, Droitwich House, Sumner Estate, Peckham, LONDON, S.E.15.

Sutton: Mrs. K. Sun, 14, Frampton Close, Grange Road, Sutton, SURREY.
01-642-9337 (Daytimes)

Portsmouth C. U.: *J. A. Vane, 33, St. Andrews*
33, Somerset Road, Southsea, Portsmouth, HANTS.
THURS.

Comm's to: Jack, 35, Somerset Road, Southsea, Portsmouth, HANTS.

Redhill: Elaine & Peter Knights, 39, Radstock Way, Merstham, SURREY.

London (G. L. C. area) (cont'd):-

Kennington & Camberwell C. U.: Cowley House Advice Centre, 103, Cowley Road, Kennington,
LONDON, S.W.9.
(About ten minutes walk from Union Place)

TUES. 2.30p.m.

01-735-2211

Addresses for N. F. C. U. London West Region

SEP78

Note: "e" in the margin indicates an affiliated C. U. Contacts specific to a C. U. are shown inset underneath the C. U. entry.

e Co-ordinating Union: West London C. U.,
The 510 Centre,
510, Harrow Road,
Kensal Town,
LONDON, W.10. Tel: 01-969-7437 (long wait sometimes)
Meets: TUES. 7.30

London (G. I. C. area):-

e Brent C. U: 26, High Street, Harlesden, LONDON, N.W.10.
TUES. 7.30 01-965-2590 & -7305

Hampstead: Katie Wilson, Community Centre, 62, Mill Lane, West Hampstead, LONDON, N.W.6.

Addresses for N. F. C. U. South West Region

Note: "e" in the margin indicates an affiliated C. U. Contacts specific to a C. U. are shown inset underneath the C. U. entry.

Co-ordinating Union:

Tel: See contact below.

Meets:

-Comm's to: 46, Richmond Road, Montpelier, Bristol 6.
0272-40491

Barnstaple: "Possession", Chittlehampton, North DEVON.
Len Freeman 027183 (Swimbridge) -382

Bath C. U: "Ring of Bells", Widcome, Bath, AVON.
-Comm's to: 54, Newbridge Hill, Nr. Weston, Bath, AVON.
0225 (Bath) -23008

Bridgewater: Doug. Kepper, Walnut Cottage, Moorland, Bridgewater, SOMERSET.

Bristol: Hartcliffe & Withwood C. U., Hartcliffe Community Centre, Hartcliffe Road, Withwood, Bristol 3.
THURS. 2.30

Cinderford: (Mail only) 54, Ruspidge Road, Cinderford, GLOUCESTERSHIRE.

e Exeter C. U: Labour Party Office, 26, Clifton Hill, Exeter, DEVON.
MONS. 9.30a.m.

-Comm's to: Terrie, 9, Bennets Square, Wipton, Exeter, DEVON.
0392-31053

Gloucester: Keith Merrett, 7, Furlong Road, Tredworth, GLOUCESTER.

Newton Abbot: Bill Jordan, 8, Knowles Hill Road, Newton Abbot, South DEVON.

Penzance: West Penwith C. U., 36, Polmare Road, Trencore Estate, Penzance, CORNWALL.
WEDS. 2.00 0736-61388

Plymouth & West Devon C. U: Tradesmen's Arms, Union Street, Plymouth, DEVON.
June

-Comm's to: Park House, Brentor, near Tavistock, DEVON.
082281 (Mary Tavy) -209 &
0752 (Plymouth) -703526

Swindon C. U: Edith Stevens House, 77, Bridge Street, Swindon, WILTSHIRE.
MONS. & THURS., 9.00a.m.-12.30 & 2.00-4.30

Addresses for N. E. C. U. Midlands Region

SEP78

Note: "@" in the margin indicates an affiliated C. U. Contacts specific to a C. U. are shown inset underneath the C. U. entry.

Co-ordinating Union: Handsworth C. U.,
The Action Centre,
134, Villa Road,
Handsworth,
Birmingham, B19-1NN. Tel: 021-554-2080
Meets: WEDS. 1.30

Birmingham:-

Balsall Heath: 63, Brighton Road, Balsall Heath, Birmingham 12, B12-8QH.
021-449-0275

Veronica Fraser

Chelmsley: 27, Circus Avenue, Chelmsley Wood, Birmingham, B37-7NG.
021-770-0873

Jack Keeting

King's Norton: Connie Horseman, 25, Heathside Drive, King's Norton, Birmingham 38.
021-458-6064

Selly Oak C. U: 768, Bristol Road, Selly Oak, Birmingham 29, B29-6XA.
021-472-3676

Small Heath C. U: c/o Osborne House, Coventry Road, Birmingham.
021-772-2114

Coventry: 11, Winston Road, Woodend, Coventry, WARWICKS.

Derby C. U: Peartree Road Community Centre, Peartree Road, DERBY.
FRIS. 1.30 0332-32913 (Only during meetings)
-Comm's to: Jim Berrington, 157, Cowesley Road, Chaddesden, DERBY.
Brian Rees, 302, Abbey Street, DERBY.

Kirkby-in-Ashfield: Mick Cropper, 32, Wesley Street, Annesley-Woodhouse, Kirkby-in-Ashfield, NOTTS.

Leamington C. U: Bath Place Community Centre, Bath Place, Leamington Spa, WARWICKS.
MONS. 8.00p.m., and 0926-28467 (During shop times)
WEDS. 10.00a.m. or 0926-38421/2 Ext. 6 (Only during meetings)
-Comm's to: c/o 42, Bath Street, Leamington Spa, WARWICKS.

Leicester C. U: Room 3, L. C. C. B., 58, Earl Howe Street, Leicester. LE20-0DR.
TUES. 8.00p.m. 0533-544678
-Comm's to: J. M. Johnson, 32, Melbourn Road, Leicester, LE20-1LR.
Loise Crane, 13, Ardern Terrace, Braunstone, Leicester.

Lincoln: M. J. Frankman, 7, Broxbourne Gardens, Ermine Estate, LINCOLN.

Newark: Sylvia Taylor, 31, Side Row, Beacon Hill, Newark, NOTTS.
0536-77067

Nottingham C. U: St. Mary's House, Raleigh Street, NOTTINGHAM.

MONS. 1.30 (Fortnightly from 17th April)
-Comm's to: D. Bailey, 9, Oliver Terrace, Raleigh Street, NOTTINGHAM.

Oswestry C. U: 19, Stewart Road, Oswestry, SALOP.
WEDS. 1.30
Bob Crowther

Spalding: L. Matthews, The Bungalow, Lutton Bank, Spalding, LINGS.

Telford: Brookside (Telford) C. U., c/o J. Bradford, 32, Bexbridge, Brookside, Telford, SALOP.

Worcester C. U: 19, New Street, WORCESTER.

SUNS. 11.00a.m.
-Comm's to: 171, Ombersley Road, WORCESTER.

0905-25676 (10.00-2.00, 5.00-7.00) and
0905-53602 (Other times)

Addresses for N. F. C. U. North West Region

SEP78

Note: "e" in the margin indicates an affiliated C. U. Contacts specific to a C. U. are shown inset underneath the C. U. entry.

Co-ordinating Union: Longsight C. U.,
c/o 642, Stockport Road,
Manchester 13. Tel: 061-224-1451

Batley C. U: 23, Woodside Crescent, Batley, YORKSHIRE.

e Bolton C. U: Bolton Energy Resource Centre, 4, Charles Street, Bolton, LANCASHIRE.
TUES. & THURS. 1.30 0204-26137

Bradford C. U: Fourth Idés, 14, Southgate, Bradford 1, West YORKSHIRE.
MONS.-FRIS. 2.00-6.00 0274-305927
Howard

Chester C. U: Probation Office, 4, Stone Place, Hoole, CHESTER, CH2-3NJ.
Bill Mordue 0244-312757

Dewsbury C. U: 617, Huddersfield Road, Ravensthorpe, Dewsbury, West YORKSHIRE.
THURS. 7.00

Leigh: Malcolm Kirkpatrick, 5, Pirth Street, Leigh, LANCASHIRE.

Liverpool: c/o News From Nowhere Bookshop, 46, Manchester Street, Liverpool 16, MERSEYSIDE.

Manchester:-

Chorlton-cum-Hardy: Tony O'Mahoney, 28, Brundretts Road, Chorlton-cum-Hardy, Manchester.

Fallowfield: Tony Gunn, 61, Egerton Road, Fallowfield, Manchester.

Longsight: Don, 642, Stockport Road, Longsight, Manchester 13.

Oldham: Laurence Cheadle, 239, Chamber Road, Oldham, LANCASHIRE, OL5-4DN.

Sheffield C. U: 98, Pretson Road, Sheffield 2, YORKSHIRE.
Mrs. Holden

Tameside C. U: West End Community Centre, John Street, Ashton-under-Lyne, Greater Manchester.
061-339-2728

York: David Wolstenholme, c/o 64, Heslington Road, YORK.
0904-35722

Addresses for N. F. C. U. North East Region

Note: "e" in the margin indicates an affiliated C. U. Contacts specific to a C. U. are shown inset underneath the C. U. entry.

Co-ordinating Union: South Tyneside C. U.,
The People's Place,
Derby Terrace,
South Shields,
Tyne & Wear. Tel: 0632-565062
Meets: WEDS. 12.30-1.30 and
SATS. 11.00-1.00

Brampton (East Cumberland): Low Breomhill, Low Rew, Brampton, CUMBERLAND.
06977 (Hallbankgate) -219

Gateshead: Tyne & Wear Resource Centre, 13, Swinburne Street, Gateshead, N.E.8, Tyne & Wear.
0632-775615

Newcastle: 217, Tamworth Road, Newcastle-on-Tyne 4.. 0632-31076

Sunderland: Peter Marshall, 104, Myrella Crescent, Tunstall Hill, Sunderland, Tyne & Wear.
4S.55

Addresses for N. F. C. U. Scottish Region

SEP78

Note: "@" in the margin indicates an affiliated C. U. Contacts specific to a C. U. are shown inset underneath the C. U. entry.

Co-ordinating Union: Castlemilk C. U.,
c/o Social Work Department,
15, Douglas Terrace,
Castlemilk,
Glasgow, G45.

Tel: 041-674-0919

Meets: MONS, THURS, & FRIS,
10 AM - 4 PM.

Jim McKirdy

Glasgow:-

Drumchapel: Bert Ianniello, 259, Drumchapel Road, Drumchapel, Glasgow.
041-944-4865

Hillhead: c/o 163, Great George Street, Hillhead, Glasgow.

Lilly Bank: Betty McCrattan, 25, Methven Street, Lilly Bank, Glasgow.
041-551-0872

Mary Hill C. U: c/o McCully, 7, Lothian Gardens, North Kelvinside, Glasgow.
041-946-3676

Rutherglen C. U: c/o McDonald Centre, 7 King Street, Rutherglen, Glasgow.

Addresses for N. F. C. U. Welsh Region

Note: "@" in the margin indicates an affiliated C. U. Contacts specific to a C. U. are shown inset underneath the C. U. entry.

Co-ordinating Union: Swansea C. U;
St. Philip's Community Centre,
Bathurst Street,
(City Centre),
Swansea,
West GLAMORGAN.
and Bon-y-Maen Community Centre,
Ceft Road,
Bon-y-Maen,
Swansea,
West GLAMORGAN.

Tel: 0792-41027 (only during meetings)

Meets: MONS, THURS, & FRIS, 2.00.

Tel:

Meets: All other TUES.,
2.00.

-Comm's to: 79, Brookesby Road, Bon-y-Maen, Swansea, West GLAMORGAN.

Cardiff C. U: c/o Voluntary Community Service, 92, St. Mary Street, (City Centre), Cardiff,
South GLAMORGAN, CF11.

Ken Barker (near Cardiff Arms Park and Cardiff General Station)
0222-27625 (Daytimes only)

Clewyd: J. Jones, "Preswylfa", Spon Green, Buckley, CLEWYD.

Addresses for N. F. C. U. Irish Region

Note: "@" in the margin indicates an affiliated C. U. Contacts specific to a C. U. are shown inset underneath the C. U. entry.

Co-ordinating Union: Derry C. U.,
103, Bishop Street,
Derry,
Northern Ireland.

Tel:

Meets: MONS. 10.00a.m.-12Noon &
7.00p.m.-9.00p.m., and
FRIS. 10.00a.m.-12Noon.

Belfast (Rathcoole, Newtownabbey): Derek Ray, Department of Further Professional Studies in Education,
The Queen's University of Belfast, 107, Botanic Avenue, Belfast, Northern Ireland,
BT7-1XX.

NON-SECTARIAN

0232-45133 Ext. 3312

Belturbet: T. J. Coffey, 64, Main Street, Belturbet, Co. Cavan, EIRE.

4S.85

*THE WORKERS' RESOURCES CENTRE STILL RUNS

T/SOR/3/1/2/1
Castlemilk Claimants Union,
c/o Social Work Department,
15 Dougrie Terrace,
Castlemilk.

11 November 1981.

Mr. Winters,
Divisional Director of Social Work,
McIver House,
Cadogan Street,
Glasgow G2.

Dear Mr Winters,

We are writing to you in connection with a housing eviction case on Castlemilk that was recently mentioned to us by the Reverend John Miller. As we understand the situation, the housewife tenant in question ran up an accumulated rent debt of around 900 pounds, partly during a six month temporary let following earlier debt. Prior to a financial settlement between the Social Work and Housing Departments which allowed the family to retain tenancy, neither department was willing to accept responsibility for the family in order to prevent its dispersal.

In the case mentioned to us the Social Work Department secured a voluntary agreement between the tenant and her employer for rent payment to be made at source. In order to ensure that more such evictions do not take place unnecessarily, is it Social Work Department policy to actively encourage such agreements as soon as a payments problem has been detected? We are concerned with this because the problems that many claimants avoid by direct rent payment are coming to face larger numbers of low paid employed workers. We hope that your arrangement in the recent case will help avoid the need for threatened evictions and family break-up in cases where, as in this one, a relationship exists between tenant and the Social Work Department.

Yours sincerely,

for Castlemilk Claimants Union.

T/50R/3/12/2

Castlemilk Almshouse
To Social Work Dept
15 Regent Terr.
Castlemilk.

Glasgow

24/8/2

Dear Sirs

We have been approached by Mrs
Mrs Thomas McLean of 3 Raithburn Rd. with a
view regarding allocations.

Mrs & Mrs McLean are staying with Mrs
McLean's mother while awaiting an offer. They
are waiting to be moved into in connection
with their own house which they have been
in connection with the
house. They have been advised by the
house that the house is not suitable for
them. They have been advised by the
house that the house is not suitable for
them. They have been advised by the
house that the house is not suitable for
them.

The couple have come to us because
and that the length of time till they
can move is far too long. We too will
be in the case & wonder if there is not a
chance of the allocation of the house being
made. What can we make a move by then
we are waiting time for a move.

We would be obliged if you
could advise us to this young
man and his mother with

Right to Work Campaign

c/o Collins,
15 Leven Street,
GLASGOW
423-3945

Work Yarrow
Shop Steward
959-1207 ext. 12

DEMONSTRATION 10th OCT. BRIGHTON

Dear Brother/Sister,

The Tories are deliberately driving unemployment over the two million. Their fanatical commitment to profitability and public spending cuts threatens us with a return to the thirties. With such unemployment levels the Tories also seek to cripple basic trade union organisation with anti-union legislation, which they ironically call the 'Employment Bill'

To help highlight the need for a sustained fight against unemployment and for a campaign of defiance against the employment bill, the right to work campaign is this year organising an unemployed march to the Tory Party conference itself.

The South Wales march will mainly comprise of unemployed school leavers, steelworkers and miners. It will join the mass trade union demonstration outside the Tory conference on 10th October.

To ensure maximum turnout on the trade union demo now supported by the T. & G. W. U. Executive Committee and Liaison Committee of Defence of Trade Unions we are organising a luxury coach (toilet, tables) for the demo, on the 10th of October. The details are as follows:-

The bus will leave on the 9th October at 10.00 p.m. from the Star Club, Carlton Place, Glasgow arriving in Brighton at 10.00 a.m. where we will participate in the demo. and participate in the various meetings to be organised there. The bus will leave Brighton at 9.00 p.m. arriving back in Glasgow at 9.00 a.m. on the 11th October. The cost of the bus will be £18 per seat. We urge Shop Steward Committee Branches and individuals to support this demo. and book seats on the bus. To those who are unable to attend the demo. we would appreciate any financial assistance you could give us in view of the high cost of organising this bus.

Money should be included with each booking as the bus has to be paid for in advance.

Yours fraternally,

Peter Porteous

3/ The S.R.C. can provide the
free use of a van at approx.
a weeks notice.

4/ Each C.V. will run projects
in their own area with
the objective of contributing
to a common fund.

Representatives elected
from each C.V. to admin-
ister Central Fund.

① Castlemilk - Rab Petersen

② Lilybank - Betty McPhellan
551-0872

③ Hillhead - Brian Fleming

④ Govan - Jilly McKinnon
287 Brunoyne Rd.

5/ It was agreed that a
monthly coordinating meeting
be held in each C.V. area
- in rotation. It was accepted
that this meeting was the
first Coord. meeting.

Meeting at Holland St.
Sat 15th April 1978.

People present:

John Cooper
D. McQueen } CASTLEMILK C.U.
R. Paterson
J. Bann
K. Graham
K. Murphy

Alan M. Keir - PRINTER

IAN GRAHAM.
Brian Fleming

HILLHEAD C.U.

Betty McGrattan (Mrs) LILY BANK C.U.

Betty McAttee WALPAS 959-1304 (Home and)

29 Bank St.

CHARLIE BAIRD. 122 BERNERAY ST. HILLHEAD, G12.

ST. MILTON, G22.

GIBBY MCKINNON 287 BRUMBOYNE RD. GOVAN C.U.

T/SOR/3/1/1/1

1/ Access to printing facilities via Alan Keir. He has the use of a plate maker - although he is trying to get one of his own. Alan has offered the Claimant's Union a printing service (12-24 hours) if we supply the paper. ^(Paper recycled - from a local Centre)

This leads to discussion of a central fund for this & other purposes.

2/ Betty Mather informed us ^{about Mather's - (Money-go-round)} that she runs a shop which sells "nearly new" clothes ^{to fund} a Widows Office. Also raises funds through other means.

Mrs Mather would like help from the C.V. to advise at the office. Also the C.V. can have goods which the shop cannot use. The shop always requires goods.

~ The second Coord. Meeting
will be at 2.00pm Sat 13th May.
at 163, George St. Hillhead.

* Castlemilk Community Union
to write to the various
contacts.

A report of the 2nd Coordinating
meeting of the Glasgow C. Unions.

Held at 165 St. George St.
Sat 13 May '78 Hillhead.

People present:

John Cooper Castlemilk C.U.

Ed Graham 101/5 M/Hills G45

R. Paterson C/MILK C.U.

J McKirdy C.C.U.

D. McEwen C.C.U.

Keith Miller Marymu C.U.

Brian Fleming Hillhead + Partick C.U.

Jan Graham Hillhead/Partick C.U.

1/ Discussion reg. other contacts:

- MEETING WITH C. UNIONS GROUPS

+ CIT. RIGHTS OFFICE IN C/MILK.

* C.C.U. TO BOOK COMMUNITY ROOM.
FOR THE FULL DAY THURS 1ST JUNE.

* C.C.C. TO NOTIFY OTHER C.U. CONTACTS

* ~ ALSO TO TIE-UP WITH CIT.

RIGHTS OFFICE IN EDINBURGH.

- Letter of support to
Leveller.

2/ Re-established that Soc. Workers
+ Comm. Workers would not
be invited to the C.U.
co-ordinating meetings.

3/ Discussion reg. Common
Fund. It was agreed that
the first purchase from the
Fund was a van. It is
hoped that the van could be
used for other groups purposes.
Hillhead C.C. contribution

to the Fund will be £50.
C/Milk C.V. has also agreed to
contribute £50.

The signatories for the Fund
will be

Lab Paterson	Castlemilk C.V.
Brian Fleming	Hillhead C.V.
Keith Miller	

The signatories will get together
& bank the money. Lab will
then hold book.

4/ Leaflets. Each C.V. area will
produce its own leaflets -
except for standard forms
(ENS forms etc) which will be
produced by Hillhead C.V.
& will be available to the
other C.V. in return for
a contribution.

5/ Discussion re. National Federation of C. Unions.

* It was agreed that ~~the C.C.U. should contact the Nat. Fed of C.U. & that the Glasgow C.U. would the question of Glasgow C.U. or of individual C.U.'s joining the N.F.C.U. be left over for further discussion at another meeting.~~

6/ Badges will be got by Hillhead.

The third Coordinating meeting will be at 2.00pm Sat 10th June at Castlemill

* C.C.U. to notify the various contacts.

A report of the 3rd. Co-ord.
meeting of Glasgow C.U.
Held at Castlemilk
Sat 10th June. 2.00pm.

People present:

J. Cooper	C/Milk C.U.
J. Gibbon	C/Milk C.U.
Kitt Miller	Marshall.
Jim McHardy	C.C.U.
A. Dunlop	
S. Stullie	
Chris Orr	MILK C.U. GLASGOW CENTRE.
Katharine	C/MILK C.U.
Andrew Smith	

1/ New Contacts - (Keith) today

2/ Info for Hillhead C.A.

reg claim for grant. (Eddie.)

Also Brookburn - Maryhill.

3/ General publicity - Keith

suggested posters in Comm.

Centres - Hillhead/Maryhill

will try to organise this.

Discussion of CPMH opening

times in relation to local

publicity.

Disc. reg. involvement of others.

Agreed to renew local pub-

licity, & to cultivate

group education process.

4/ Positive action against

OHSS. - Joint action by C.O.

General agreement of support

for local demonstrations.

Chris will try to compile

info on various forms of action

of assistance for Banburyfield
strikers - Keith will get
further info.
of Lit. for C.V. - Keith +
Hillhead C.V. will order Lit.
& badges + will be reimbursed
from Common fund.

Next Co-ord meeting 7.30pm.
1st Feby. Hillhead.
C.M.H. C.V. to notify others.

• A report of the HTH Coord.
• meeting of C.C.U.
• Held at Lothian Arms.
Sat 1 July. 2.30 PM.

People Present:

J. Cooper. C.C.U.

R. P. Jensen. C.C.U.

B. M. Gration

Keith Miller M/H/P C.U.

Malcolm Hedde H/P C.U.

Jan D. Graham H+P C.U.

1/ ACEA REPORTS

CASTLEMILK

LILY BANK

HILLHEAD / PARTICK.

- 2/ Hillhead C.V. has had leaflets printed. + books Castlemilk cost = £5.- to be sent on (^{making 20p} 720th anniversary).
- 3/ C/milk to contact Scottish + English C.V. for info + explain Hill/Partick regional contact.
- 4/ Stirling C.V. (Malcolm.)
- 5/ Will C/milk be joining the Nat. Fed of C.V.?
- 6/ Objection to J. Smith's write-up in the "Times" Write to J. Smith + the "Evening Times" (C/milk)
- 7/ Jan + Keith will send on bank card + cheque to C/milk. Jan replaces Brian as signatory.

NEXT CO-ORD. MEETING

SAT 29TH JULY.

AT CASTLEMINK.

* C/MINK TO CONTACT
OTHER C.U.'S.

~~STH Co-ord MEETING
HAD AT C/MINK
SAT 29 JULY - NO REPORT~~

B.C.U. CO-ORD. MEETING 6TH
Held at 146 Holland St.
5TH 19TH AUG. 1978.

- 1/ Letters.
- 2/ Common Fund. Willard £50.
Gmilk £40.
- 3/ Right to Work - Colonians.
- 4/ Individual C.U. Reports -
- 5/ Annals.
- 6/ Gmilk as Coord Union
to get list from England
£5 from Hill/Hartick
£5 " R. Glen.
£5 " Gmilk.
- 7/ PAYMENT AT Gmilk on 10th SEP.